

MOUNT ST. MARY'S HOSPITAL

COORDINATED AGREEMENT

AND

INDIVIDUAL BARGAINING UNIT AGREEMENTS

2022 CONTRACT NEGOTIATIONS

BETWEEN MOUNT ST. MARY'S HOSPITAL

OF NIAGARA FALLS

AND

1199 SEIU UNITED HEALTHCARE WORKERS EAST



PROFESSIONAL & TECHNICAL (NURSE) EMPLOYEES

SERVICE & MAINTENANCE EMPLOYEES

AND TECHNICIAN EMPLOYEES

APRIL 1, 2022 – MARCH 31, 2026

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**ARTICLE 1
AGREEMENT AND APPLICATION**

1. THIS **COORDINATED AGREEMENT**, hereinafter referred to as the "Agreement" is made and entered into by and between **MOUNT ST. MARY'S HOSPITAL OF NIAGARA FALLS**, Lewiston, New York, hereinafter referred to as the "Hospital" and **1199 SEIU UNITED HEALTHCARE WORKERS EAST**, hereinafter referred to as the "Union."
2. The terms and conditions of this Coordinated Agreement shall apply to the Professional and Technical (Nurse) bargaining unit, Service and Maintenance bargaining unit, and Technician bargaining unit, which are hereinafter referred to as the "Bargaining Units" and their respective Bargaining Unit Agreements with the Hospital.
3. Except where specifically stated in the Agreement, the provisions of this Coordinated Agreement shall supersede and replace the corresponding provisions of any existing agreement between the Union and the Hospital that deals with the same issues and shall be incorporated to the exclusion of any other provision referring to the same issues in any initial agreement or new bargaining unit agreement.

**ARTICLE 2
INTENT OF AGREEMENT**

The Hospital recognizes the Union as the exclusive bargaining representative relative to wages, hours of work and other conditions of employment for all employees of the Hospital in each collective bargaining unit.

WHEREAS, the Hospital is charged with the public trust of rendering uninterrupted attention and care to the patients of its Hospital.

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the patients of the Hospital as well as of its employees and to avoid interruptions and interferences with services to patients and to set forth herein the agreement of the parties covering rate of pay, hours of work and conditions of employment.

**ARTICLE 3
MANAGEMENT RIGHTS**

The Employer reserves all of the rights, powers and authority of management, except insofar as they are specifically surrendered or abridged by express provisions of this Agreement.

ARTICLE 4
UNION REPRESENTATIVES

1. The Union shall furnish a list of Union Officers (Chairperson, Vice-Chairperson, Chief Delegates) and Delegates (collectively referred to as "Union Delegate") for each bargaining unit to the Hospital and shall update that list as changes are made.
2. Union Delegates shall report to their Department Head or designee before exercising their responsibilities in processing grievances or investigating possible grievances reported to them within the terms of this Agreement and shall report back to their Department Head or designee as soon as their business has been completed.

For purposes of this Article, supervisors are personnel whose job title includes any of the following terms: Nurse Director, Nurse Manager, Manager, Assistant Manager, Assistant Director, Director, Supervisor, Chief or Coordinator.

3. Union Delegates shall be permitted reasonable time to investigate, present and process grievances without loss of pay. The Hospital agrees to pay at their base rates for the time Union Delegates spend in grievance meetings at the Hospital between the Hospital and the Union during their regular hours. The Hospital also agrees to pay at their base rate for the time spent by employees and Union Delegates while processing grievances during their regular working hours at the Hospital, for reasonable time spent by employees involved.
4. Any employee who is to be formally reprimanded may request that a Union Delegate be present and upon such request, the Department Head or designee who is about to administer the corrective action will notify a Union Delegate. If any employee is discharged, the Union Delegate will be informed immediately of the action.
5. The Hospital will pay the Union Delegate who is called in or scheduled for special meetings held by Administration, Human Resources or Nursing Administration, provided the meetings are a minimum of two (2) hours duration. The pay for these meetings will be a regular base rate of pay.
6. Union Function:

The Hospital will grant a total of fifty two and one-half (52½) hours paid during any calendar year to Union Delegates in the Professional & Technical Bargaining Unit; fifty two and one-half (52½) hours paid during any calendar year to Union Delegates in the Service & Maintenance Bargaining Unit; and twenty two and one-half (22½) hours paid during any calendar year to Union Delegates in the Technician Bargaining Unit, for the purpose of attending functions sponsored by the Union, provided coverage is readily available without incurring overtime and premium pay. When possible, the Union shall provide the Department Head or designee with two (2) weeks' notice prior to the posting of the schedule.

7. Any 1199 SEIU member who becomes a NYS Officer and/or Executive Board member will be excused without pay by the Employer for up to six (6) days per year as necessary to perform the duties of their office. This will be limited to one (1) member per facility regardless of bargaining unit, provided coverage is readily available without incurring overtime and premium pay. The Union shall provide the Department Head or designee with two (2) weeks' notice prior to the posting of the schedule.

**ARTICLE 5
LABOR MANAGEMENT COMMITTEE**

1. A joint Labor-Management Committee will be established for each Bargaining Unit. These Committees will strive to promote good relations between the Hospital, the Union and the Employees. The goal of each Committee will be to resolve issues not in the grievance procedure. The Committees shall discuss matters of concern by either party.
2. All agenda items shall be exchanged between the Union or designee(s) and Human Resources at least ten (10) working days prior to the Committee meeting.
3. The Hospital will schedule the meetings at a mutually agreed upon time to be held every month. The Human Resources representative will chair the Service & Maintenance and the Technician Committees. The Vice President of Patient Care Services or designee will chair the Professional & Technical (Nurse) Committee.
4. Each Committee shall consist of no more than five (5) Hospital representatives and five (5) Union representatives.
5. Committee members shall be released from work, without loss of pay, to attend such meetings if they attend during their regularly scheduled work shift.

**ARTICLE 6
GRIEVANCE PROCEDURE AND ARBITRATION**

1. Grievances arising out of, and directly related to, the interpretation and application of the written terms of this Agreement, or applicable Bargaining Unit Agreements, on and after the date of execution of this Agreement shall be resolved under the following procedure. It is the intent of both the Hospital and the Union to make a sincere effort to settle the dispute as quickly as possible at the lowest level. If concerns are not resolved, the employee may initiate the formal grievance procedure through a Union Delegate as outlined below within the established time frames. Group grievances shall identify, to the extent known to the Union, the department or individuals affected. Grievances which are not processed within the time limitations as provided in all steps noted below after an answer at any step has been given will be deemed settled on the basis of the answer given.

Step 1:

- a. The employee and their Union Delegate shall hand deliver their Department Head or designee a grievance in duplicate on the Grievance Form, stating the facts that the employee is relying on, the section of the contract allegedly violated and the remedial action sought within seven (7) business days of the alleged violation. No grievance shall be considered unless brought up in this step no later than seven (7) business days after the grievance arises. A Nursing Services Supervisor shall

act as default designee in the event that the regular Department Head or designee is unavailable.

- b. A meeting shall be held between the aggrieved employee(s), a Union Delegate and the Department Head or designee within seven (7) business days of receipt of the grievance.
- c. The Department Head or designee's written answer shall be provided to the Union Delegate within seven (7) business days after the Step 1 meeting.

Step 2:

- a. If no satisfactory settlement is reached at Step 1, the grievance may be submitted in writing on the Grievance Form to the Human Resources representative within seven (7) business days from the receipt of the decision at Step 1.
- b. A meeting shall be held between the aggrieved employee(s), and no more than three (3) Union Delegates and the Human Resources representative with applicable management within ten (10) business days of Human Resources' receipt of the grievance.
- c. The Human Resources representative shall answer the employee in writing with a copy to the Chief Union Delegate within ten (10) business days of the Step 2 meeting.

2. Arbitration:

If no satisfactory settlement is reached at Step 2, within fifteen (15) business days after the written decision of the Human Resources representative, the Union may deliver notice to proceed to arbitration to the Human Resources representative. Failure to furnish such demand for arbitration will constitute a waiver of the arbitration rights.

- 3. The arbitrator shall have authority only to interpret the terms and conditions of this Agreement and applicable Bargaining Unit Agreements, but shall have no authority to add to, subtract from or modify in any way, any of the provisions of this Agreement or applicable Bargaining Unit Agreements.
- 4. The party filing for arbitration shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) within sixty (60) calendar days of the notice of intent to arbitrate.

Within ten (10) business days after receipt of the FMCS panel of arbitrators, the party filing for arbitration shall initiate the arbitrator selection process. A representative of each party shall alternately strike a name until one name is left. The remaining name shall be the arbitrator for that grievance. Either party may reject the first panel of arbitrators and request one additional panel. Once the arbitrator has been selected and potential dates received, both parties must submit available dates to the arbitrator as soon as reasonably possible. The parties will take turns in striking first.

5. Time limits in the grievance procedure may be extended by mutual agreement between the Union and the Employer. Neither party shall unreasonably withhold consent to an extension of the time limits.
6. The expenses of the Arbitrator will be shared equally by the Hospital and the Union.
7. No individual employee may institute an arbitration proceeding.
8. For the purpose of time limitations in this Article, the computation of days shall exclude Saturdays, Sundays and time and one-half (1 ½) Holidays.
9. The Chief Union Delegate shall be notified immediately of the suspension or discharge of any bargaining unit employee. In the absence of the Chief Union Delegate, notice will be given to any Union Delegate who is available.
10. **Suspension or Discharge:** If a grievance involves the suspension or discharge of any employee, it shall be initiated directly at Step 2 within seven (7) business days after the suspension or discharge.

**ARTICLE 7
STRIKES AND LOCKOUTS**

1. It is hereby agreed by the Union, on behalf of its members, and the Hospital, that during the term of this Agreement, there shall be no strikes, sympathy strikes, walkouts, slowdowns, picketing, concerted cessation of work, or other interference with the operations of the Hospital by employees in the Bargaining Units, nor any lockout by the Hospital of any employee or group of employees in the Bargaining Units. The Union, its officers, agents and representatives, shall refuse to aid or assist in any way, employees participating in any of the foregoing prohibited practices and agrees to take affirmative steps to stop employees in the Bargaining Units from taking any such action during the terms of this Agreement.
2. The parties agree that any dispute concerning the application or interpretation of this Article is a dispute under the terms of this Agreement to be resolved by the terms of its Grievance and Arbitration Procedures.

**ARTICLE 8
UNION ACCESS TO HOSPITAL**

1. Non-employee Union representatives shall have reasonable access to the Hospital to process grievances and conduct union business during normal business hours after first informing Human Resources. It is understood that there will be no non-employee Union representatives in patient-care areas or areas where infection control issues may arise. Any meeting with an employee shall take place during non-working time, such as lunch and break periods. Non-employee Union representatives shall conduct such business in a prompt and orderly manner.
2. The Union may request to use the 2nd Floor Education Classroom for Union meetings, provided arrangements are made in advance through Human Resources and provided it is available.

**ARTICLE 9
UNION MEMBERSHIP**

1. All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter, shall become and remain members of the Union in good standing to the extent permissible by law as a condition of employment on or after thirty (30) days following the beginning of their employment or on or after the thirtieth (30th) day of this Agreement, whichever is later. Nothing in this Article will change any of the provisions of the Probationary Period Article including Number 2 of such Article in the Professional & Technical Bargaining Unit Agreement, Number 2 of such Article in the Service & Maintenance Bargaining Unit Agreement and the second paragraph of such Article in the Technician Bargaining Unit Agreement.
2. The phrase 'in good standing' as used herein shall mean that an employee has tendered the periodic dues and initiation fees uniformly required as a condition of acquiring or maintaining membership in the Union; provided such membership is available to all such employees on the same terms and conditions as are generally applicable to other members of the Union.
3. An employee who has failed to maintain membership in good standing as required by this Article shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting their discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.
4. The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages sustained by reason of any action taken under this Article.
5. A designated Union Delegate shall have thirty (30) minutes to orient a new bargaining unit employee to the Union. This thirty (30) minute period will be scheduled as part of the employee's normal corporate orientation period on paid time. The Union Delegate must notify their Department Head or designee prior to leaving the Department/Unit. The purpose of the Union orientation is to welcome new bargaining unit employees to the Hospital and the Union. The Union Delegate will distribute the 'SEIU New Membership Kits' and cover topics including dues, initiation fees, who the Union Officers and Delegates are and where to find bulletin boards.

**ARTICLE 10
CHECKOFF**

1. A. Upon receipt of a written authorization from an employee on the appropriate Union form, the Hospital shall, pursuant to such authorization, deduct from each employee's bi-weekly pay, regular dues and/or initiation fees as established from time to time by the Union. Such deduction shall start no later than the first pay period following the completion of the employee's first thirty (30) days of employment. Nothing in this Article will change any of the provisions of the Probationary Period Articles included in the Professional & Technical Bargaining Unit Agreement, the Service & Maintenance Bargaining Unit Agreement and the Technician Bargaining Unit Agreement.

- B. The Hospital shall remit to the Union all deductions for dues and/or initiation fees made from the wages of all employees on or before the fifteenth (15th) day of the month following the month in which the paychecks were dated from which those dues and initiation fees were deducted.
 - C. In conjunction with each remittance, an electronic list shall be submitted of all employees on whose behalf dues and initiation fees are being paid. Such list shall include, for each employee, the following information: Hospital, employee's name, social security number, amount of dues remitted, amount of initiation remitted, hours worked, gross pay, and total pay subject to dues deduction.
2. Employees who do not sign written authorizations for deductions must adhere to the same payment procedure by making payments directly to the Union.
 3. Upon receipt of a written authorization from an employee on the appropriate Union form, the Hospital shall, pursuant to such authorization, deduct from the bi-weekly wages due said employee the sum specified in said authorization and remit same to the 1199 SEIU Political Action Fund in the same manner and as described above. In conjunction with each remittance, an electronic list shall be submitted of all employees on whose behalf deductions are being made. Such list shall include, for each employee, the following information: Hospital, employee's name, social security number and amount remitted.
 4. The Hospital shall be relieved from making such "checkoff" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the checkoff authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an employee to work from any of the foregoing enumerated absences in section (b) – (d), the employer will resume the obligation of making said deductions. This provision, however, shall not relieve any employee of the obligation to make the required dues and initiation payment pursuant to the Union constitution in order to remain in good standing of the Union.
 5. The Hospital shall not be obliged to make dues deductions of any kind from any employee who fails to receive sufficient wages equal to the dues deduction.
 6. It is specifically agreed that the Hospital assumes no obligation, financial or otherwise, arising out of compliance with the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Hospital harmless from any claims, actions or proceedings by any employee arising from deductions made by the Hospital hereunder. The Union further indemnifies and holds the Hospital harmless from any claims, actions or proceedings by any government agency or by any groups so long as such groups are not funded directly or indirectly by the Hospital arising from deductions made by the Hospital for the 1199 SEIU Political Action Fund. Once funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**ARTICLE 11
SENIORITY**

1. Definitions:

- A. **Combined Union Hospital Seniority:** is defined as the employee's length of continuous Union service with the Hospital regardless of job description and is determined by the date of an employee's last date of hire or adjusted service date, whichever is later. Such seniority shall become effective upon completion of the employee's probationary period and shall be retroactive to the employee's last date of hire or adjusted service date, whichever is later.

Exception: All Per Diem Employees Seniority date will begin upon ratification date (8/30/22) of this contract.

- B. **Bargaining Unit Seniority:** is defined as the employee's length of continuous service with the Hospital in each Bargaining Unit (Professional & Technical (Nurse), Technician, Service & Maintenance) covered by this Agreement and is determined by the date an employee becomes a member of a covered Bargaining Unit. Should an employee transfer out of that specific bargaining unit covered by this Agreement, (Union or Non-Union), they forfeit their former Bargaining Unit seniority after six (6) months if they desire to transfer back into their old department.

Employees Hired Prior to October 22, 2009: The Bargaining Unit Seniority date for employees hired in a covered bargaining unit prior to this date shall be the same as their Hospital Seniority date (as defined in Section 1A of this Article).

- C. **Department Seniority:** is the length of continuous service by an employee in their department. Should an employee transfer out of a department, (Union or Non-Union), they forfeit their former department's seniority after six (6) months if they desire to transfer back into their old department.
- D. **Job Classification Seniority:** is the length of continuous service by an employee in their job classification. Should an employee transfer out of their job classification, (Union or Non-Union), they forfeit their former job classification seniority after six (6) months if they desire to transfer back into their old job classification.

- E. **Common Seniority Dates:** In the event that two (2) or more employees are hired on the same date, seniority will be determined by the sum of the last four (4) continuous digits of the employees' social security numbers. The employee with the highest number will be deemed to have more seniority.

- F. Any employee hired into the bargaining units covered by this Agreement from within Catholic Health shall receive prior service credit only with respect to applicable benefit programs from their most recent date of hire in the system. For purposes of this section, service may be bridged for up to twelve (12) months.

2. **Loss of Seniority** - An employee shall lose all seniority by:

- A. Resignation; except when conditions identified below apply:
An employee returning to work at the Hospital within a three (3) month period, provided the employee had ten (10) years of service, following their resignation, may be rehired without loss of seniority. There is no obligation on behalf of the Hospital to re-employ such employee within the three (3) month period.
- B. Discharge for Cause.
- C. Layoff or unemployment for any reason for more than twelve (12) months if employed less than five (5) years. Employees with five (5) or more years of continuous service on the date of layoff will lose seniority after twenty-four (24) months from the date of layoff.
- D. Failure to return to work upon expiration of a Leave of Absence or failure to submit a written request for extension of such leave to the Hospital at least two (2) weeks prior to the expiration of the Leave of Absence.
- E. Engaging in gainful employment while on Leave of Absence without prior written approval of the Hospital.
- F. Two (2) consecutive days of absence from work without notification to the Hospital and without giving reasons satisfactory to the Hospital for failure to give such notice.
- G. Retirement.
- H. After layoff, failure to report to work within five (5) calendar days after notification of recall by registered or certified mail has been sent to the employee's latest address appearing on the Hospital's records, or immediately upon the employee's refusal to return to work when recalled if such refusal occurs before expiration of the above five (5) calendar days. Each employee shall be responsible for notifying the Hospital of changes of address and telephone number.

3. **Seniority Out of Classification**

An employee promoted to a supervisory position with the Hospital, outside the coverage of this Agreement, shall not continue seniority rights as provided herein during the time served in that position. The person who accepts a supervisory position will lose seniority covered by this Agreement after six (6) months.

- 4. **Seniority List**: Three (3) times per year (on or about January 31, April 30 and August 31) the Hospital shall provide the Union with a seniority list showing the continuous service of each bargaining unit employee. The list will show last name, first name, Department/Unit, job classification, date of hire, employment status and seniority credit for each employee in the Union. The Union may post this list on their Bulletin Board.
- 5. Refer to each individual bargaining unit agreement for additional information.

**ARTICLE 12
JOB POSTING**

1. When job openings occur in a job covered by this Agreement, the position will be posted for a minimum of five (5) working days (Saturdays, Sundays and holidays identified in this Agreement excluded).
2. The posting shall include the job classification, Department or Unit, employment status and shift. To express interest in a posted position, employees complete a job application via Lawson. The employee must complete a job application for each position. It is not acceptable to fill out one (1) form for all vacancies.
3. All job postings shall be found on the Catholic Health website careers page.
4. Both parties recognize that each job classification is structured within a Department/Unit. The words "Department" or "Unit" are used interchangeably for purposes of this Article for the Technical Bargaining unit.
5. Applicants must meet all minimum requirements of the job description and will be selected in the following order:
 - A. Applicants from within the same job classification within the Department/Unit, by Bargaining Unit Seniority.
 - B. Applicants from within the same Department/Unit and same bargaining unit, regardless of job classification, by Bargaining Unit Seniority.
 - C. Applicants from within the same Division (i.e. Perioperative Services, Patient Care Services), if applicable, regardless of Department/Unit or job classification.
 - D. Applicants from within the same collective bargaining unit, by Bargaining Unit Seniority.
 - E. Applicants from within the Professional & Technical, Service & Maintenance, or Technician bargaining units by Combined Union Hospital Seniority who meet the minimum job description requirements.
 - F. If a job is not filled internally in accordance with the above paragraphs, the Hospital will consider external applicants who meet the minimum requirements.
6. Notification of the successful candidate will be made within fifteen (15) days, excluding Saturdays, Sundays and holidays identified in this Agreement, from the expiration date of the job posting. This confirmed verbal notification will be made by the Recruiter. The selected candidate shall accept or decline the job offer as soon as possible, but in any case, no later than forty-eight (48) hours from time of job offer excluding Saturdays, Sundays and holidays identified in this Agreement.
7. Any employee who successfully bids on a job will be placed in the position at the beginning of a pay period, no later than thirty-seven (37) calendar days from the date of the notification of acceptance. All efforts will be made to fill the temporary vacancies with Per Diem, agency

personnel or volunteers before the least senior person in each unit is rotated. If in the interim period, no replacement is found, the Hospital will exercise its option of rotating the least senior qualified employee(s) from that specific unit to that position, until a suitable replacement can be found. Exception: For purposes of temporary replacement, Medical/Surgical Units (5th floor and 6th floor), are considered separate units. For example, a void on the 5th floor, midnight shift, would be filled by the least senior person(s) on the 5th floor.

8. In job transfers (from one Department or from one job classification to another as described), the position will be awarded to the senior qualified bidder provided that no written warnings have been issued during the previous six (6) months and no final written warnings or suspensions have been issued within the previous twelve (12) months. Employees wishing to apply for such jobs will make application in writing as outlined in this Article. Refer to individual Professional & Technical bargaining agreement for additional information.
9.
 - A. An employee transferred to a different Department/Unit and/or promoted to a different job classification within any bargaining unit shall have ninety (90) consecutive days to perform the job satisfactorily.
 - B. If at any time during the first twenty-one (21) calendar days, the employee requests to be returned to their former job classification, management will make arrangements for the employee to be returned to their former job classification. If this occurs, a “bumping” process may be necessary to accommodate the employee returning to their former job classification. In addition, it is understood that an employee may only voluntarily return to their former job classification one (1) time during any two (2) year period.
 - C. If at any time during the ninety (90) calendar days, the employee has not met this requirement as determined by management, they may be returned to their former job classification. If this occurs, the chain reaction will be reversed by “bumping” to accommodate the employee returning to their former job classification.
10.
 - A. When a successful internal bidder is placed into a position, they may not bid on a posted vacant position for a minimum of 12 months unless:
 1. The position provides for a change to a higher skilled position (as determined by the Hospital); or
 2. The job is a change (increase or decrease) in category, budgeted hours, wage grade, or a change in shift.
 - B. When an employee is placed into a position through the external hire process, they will be prohibited from bidding on another job for fifteen (15) months unless:
 1. The position results in a higher skilled position (as determined by the Hospital); or
 2. The job is a change (increase or decrease) in category, budgeted hours, and/or shift.

Exception: Displaced employees are exempt from the timeframe above and may bid on positions posted.

11. Refer to each bargaining unit agreement for further information.

ARTICLE 13 LAYOFF AND RECALL

1. The following procedures shall govern the layoff and recall of employees. It is a mutual goal to minimize the number of employees laid off or have their hours reduced as a result of such actions.
 - A. Prior to finalizing any decision to reduce the work force, the Hospital will make every reasonable effort to give the Union one (1) months' notice that such action is under consideration. Where one (1) months' notice is not possible, the Hospital shall notify the Union and the affected employees as soon as practical, but in no event less than two (2) weeks in advance. Upon notifying the union, the Hospital will schedule a meeting with the Union within seventy-two (72) hours of notification to discuss the reasons and impact of such actions and consider possible alternatives.
 - B. **For the Service and Maintenance and Technician bargaining units**: In the event the Hospital determines that there shall be a layoff, it will determine which job classification, employment status, shift and employee(s) will be affected. Job classifications are listed in Schedules in the Technician bargaining unit agreement and the Service & Maintenance bargaining unit agreement.
 - C. In the event of layoff, probationary and temporary employees within the affected job classification will be laid off first. Per diem employees will be laid off prior to any full-time or part-time employees in a Department/Unit.
 - D. **For the Service and Maintenance and Technician bargaining units**: Layoffs or the reduction of authorized hours shall be by job classification within each shift, Department/Clinical Unit and employment status. Employees within the affected job classification shall then be laid off in the reverse order of their Combined Union Hospital Seniority. In all cases, the remaining employees must be qualified to perform the available work.
 - E. If there is a closure of a nursing unit, employees within the affected job classification shall then be laid off in order of their ascending Combined Union Hospital Seniority or adjusted seniority whichever is later.
2. **Layoff**:
 - A. A displaced employee, if qualified in accordance with the minimum job description requirements, may displace the least senior employee of the same job classification and employment status regardless of shift, provided the laid-off employee has more Combined Union Hospital Seniority than the employee they are to displace, or volunteer to be laid-off; or

- B. A displaced employee, if qualified in accordance with the minimum job description requirements, may displace the least senior employee of the same job classification, regardless of employment status or shift, provided the laid-off employee has more Combined Union Hospital Seniority than the employee they are to displace, or volunteer to be laid-off; or
 - C. A displaced employee, if qualified in accordance with the minimum job description requirements, may choose an unfilled position from the unfilled vacancy list subject to the minimum requirements in the job description; or
 - D. Displace the least senior employee in any job classification in any Department/Unit within their bargaining unit of the same employment status regardless of shift, provided the laid off employee has more Combined Union Hospital Seniority than the employee they are to displace and possesses the minimum job requirements of the job classification. Refer to the Service & Maintenance bargaining unit agreement and Technician bargaining unit agreement for the list of job classifications; or
 - E. Displace the least senior employee in any job classification in any Department/Unit within their bargaining unit, regardless of employment status or shift, provided the laid off employee has more Combined Union Hospital Seniority than the employee they are to displace and possesses the minimum job requirements of the job classification. Refer to the Service & Maintenance bargaining unit agreement and Technician bargaining unit agreement for the list of job classifications; or
 - F. In all cases, it is understood that the number of employees able to bump into another job classification is subject to having at least fifty percent (50%) of the employees in that job classification post probation and fully trained to perform the work at the time of layoff. Exception: An employee with seniority may bump the least senior employee in training in the same job classification.
 - G. **Exception:** The Professional & Technical (Nurse) bargaining unit agreement dictates the process and criteria for employees covered in that bargaining unit agreement.
- 3. Employees who have been given notice of lay off and are in the process of being placed shall be given up to twenty-four (24) hours to make a decision regarding their placement.
 - 4. Subject to the provisions above, a part-time employee subject to being laid off who wished to displace a full-time employee with less seniority must be willing to accept a full-time position. A full-time employee subject to being laid off who wished to displace a part-time employee with less seniority must be willing to accept such part-time position.
 - 5. Employees who are displaced or laid off shall not be utilized as Per Diem personnel.
 - 6. Per Diem employees will not be utilized in the job classification affected by layoffs.

7. **Compensation:**

Any non-probationary employee who is laid-off will be given two (2) weeks' notice or equivalent compensation, except that no notice or equivalent compensation will be given if layoffs are a result of a job action taken by members of a bargaining unit within the Hospital.

8. **Recall:**

An employee who is on layoff when a vacancy occurs shall be recalled in order of Combined Union Hospital Seniority.

- A. The laid-off employee shall accept a recall to a vacancy for which they are qualified, on any shift. An employee who is recalled for a rotating shift position may refuse the position without affecting future recall rights, provided the employee was not on rotating shifts prior to layoff.
- B. After layoff, failure to report for work within five (5) calendar days after notification of recall by registered or certified mail has been sent to the employee's latest address appearing on the Hospital's records, or immediately upon refusal to return to work when recalled if such refusal occurs before expiration of the above five (5) calendar days, seniority shall be lost and employment terminated. Each employee shall be responsible for notifying the Hospital of changes of address and telephone numbers.
- C. In the event an employee who has been laid-off is recalled or displaced to a different shift, or lesser employment status, or a job classification in a lower paygrade, that employee shall be considered on the recall list. The employee shall have the right to return to their original shift and employment status if such a position re-opens. The period of recall shall be twelve (12) months if employed less than five (5) years. Employees with five (5) or more years of continuous full-time and/or part-time service on the date of layoff will lose seniority after twenty-four (24) months from the date of layoff.

**ARTICLE 14
PAID TIME OFF (PTO)**

1. **General:**

A. **Paid Time-Off (PTO):** is provided to employees in positions authorized to work fifteen (15) or more hours per week or a minimum of .4 Full Time Equivalent (FTE) per pay period.

B. **Eligibility:**

- 1. Eligible employees begin accruing PTO hours immediately upon their employment and are eligible to use accrued hours after a ninety (90) day waiting period. PTO hours will not be paid in advance of accrual.
- 2. a. The date an employee reaches an incremental service range (e.g., 5 years of service); the employee is eligible for the additional accrual rate for PTO on the pay period following their anniversary date.

- b. Beginning the first pay period of the payroll year in which an employee becomes eligible for an increased PTO accrual rate, the employee may request the corresponding number of full weeks PTO associated with the higher accrual rate.
- C.
 - 1. Pay for all PTO shall be equal to the hourly rate of pay times the hours of regular work in the scheduled work week or work day exclusive of overtime allowances.
 - 2. PTO pay shall include the shift differential premium provided the employee is regularly scheduled to work a shift that qualifies for shift differential.
 - 3. Employees hired in “rotating” shift positions will be assigned a primary shift as part of the job posting process. PTO for these “rotating” shift employees will be based on this primary shift.
- D. Any PTO hours not used by the end of the payroll year will be forwarded into the next payroll year subject to the maximum accrual as outlined in this Agreement.
- E. Should a death covered in the Bereavement Article occur during an employee’s PTO period, the PTO hours involved are to be converted to bereavement leave on the payroll and PTO hours will be rescheduled.
- F. Management may adjust the PTO schedule as may be necessary for Department operations if mutually agreed upon by management and the employee(s).
- G. Employees may use PTO hours for partial shifts if mutually agreed upon with their Department Head or designee.
- H. Available PTO may be paid simultaneous to a Leave of Absence if requested by the employee.

2. PTO Accrual Schedule:

- A. All full-time employees and eligible part-time employees accrue PTO hours based on actual paid and VTO hours up to 80 hours in any pay period and based on years of continuous service according to the following schedule. Employment termination breaks the length of continuous service. A change to “per diem” status breaks the length of continuous service for purposes of this section. PTO will accrue on hours worked including regular time and overtime as well as jury duty, bereavement leave, ESL, paid education hours, VTO and PTO; excluding premium hours (e.g., hours associated with call pay, standby pay, etc.).
- B. All full-time and eligible part-time employees are entitled to Paid Time Off (PTO) according to the following schedule:

Length of Service	Accrual Rate	Maximum Accrual	Maximum Accrual for 40 Hour Employees	Scheduled PTO Allowed
Completion of	.10 hours per paid	195 hours per	208 hours per payroll	Two (2) full week

probation through 4 years of continuous service and/or bridged service	hour	payroll year	year	periods per year
5 through 9 years of continuous service and/or bridged service	.1192 hours per paid hour	232.44 hours per payroll year	248 hours per payroll year	Three (3) full week periods per year
10 through 19 years of continuous service and/or bridged service	.1385 hours per paid hour	270 hours per payroll year	288 hours per payroll year	Four (4) full week periods per year
20+ years of continuous service and/or bridged service	.1577 hours per paid hour	307.5 hours per payroll year	328 hours per payroll year	Five (5) full week periods per year

3. **Accumulation of Paid-Time Off Benefits:**

A. PTO benefits do not accrue for an employee during unpaid absences such as a leave of absence, suspension from duty, or periods of NYS disability or Workers' Compensation where no pay through payroll is received from the Hospital. However, hours already credited at the beginning of an unpaid absence are not lost and will be available to the employee upon their return to work.

B. **Maximum Accrual:**

All employees will accrue PTO each pay period until they reach the defined accrual maximum established by the facility. At that point, the employee will cease accruing until they have utilized PTO, bringing their bank balance below the maximum threshold. The hard ceiling will not exceed 320 hours.

Any employee with excess PTO hours will accrue no more hours until they have used the hours or participated in the PTO Cash Out.

C. **PTO Cash Out:** Employees may elect in December of each year, a cash payout of their PTO to be paid out in the following November, to a maximum of 80 hours in a payroll year. A balance of at least 80 hours must be maintained after any cash conversion. The cash payout will be based on 100% of the base hourly rate in effect at the time of the cash payout request. Employees electing a cash payout of PTO will be required to complete a PTO buyback election form.

D. After completion of an employee's probationary period, unused PTO hours are paid to an employee upon termination of employment at the rate of pay in effect on their last day of work, provided fourteen (14) calendar days' notification has been given. The payment will be made within thirty (30) days of their last day of employment in one lump sum payment.

4. Use of PTO Hours:

- A. The employee may request PTO hours on an unscheduled basis for such reasons as dependent care, personal illness or injury, personal business or personal emergency. To be eligible for unscheduled PTO, the employee must contact their Department Head or designee at least two (2) hours prior to the start of their shift according to the guidelines outlined in the Department Procedure and the Attendance Policy.
- B. Employees returning to work from absence due to illness of more than seven (7) days will be required to report to Corporate Associate Health to verify ability to work before returning to work. Such exam must be minimally 24 hours in advance of the anticipated return to work date. The employee is required to bring a release and medical documentation from their physician with a recommendation to return to work.

5. PTO Departmental Administration:

- A. The parties recognize that the Hospital operates every day of the year, and that it is not possible for all employees to be off on the same day or holiday.

B. Full Weeks PTO:

- 1. Full week periods are defined as a payroll week (Sunday through Saturday).
- 2. The maximum number of hours taken for PTO in a pay period plus the total hours worked in a pay period may not exceed the maximum authorized hours. Exception: If an employee works extra hours in one or both weeks, they may exceed the maximum authorized hours up to the extra hours worked.
- 3. There will be no advance payment of PTO for vacation weeks.
- 4. Employees are allowed to work during PTO periods for the purpose of collecting additional pay at the request of the Employer/Hospital. Employees who agree to work during PTO periods will have the option of using PTO and being paid time and one half for the hours worked or refunding their PTO balance and being paid at straight time. Exception: Periods of PTO Buy Back.
- 5. Combined Union Hospital Seniority date prevails in the selection of the choice of full week(s) PTO. All employee requests for full week periods of time off will be processed as follows:
 - a. The first business day in November will be the selection day for full week PTO's for the months of January, February, March, and April.
 - b. The first business day in February will be the selection day for full week PTO's for the months of May through December.
 - c. Employees who are not interested in making a full week(s) vacation

selection must make their intention known in writing prior to the start of the process.

- d. For (A) and (B) above, the Department Head or designee will meet with employees beginning with the highest seniority in each job classification. Employees will meet with Department Head or designee and have up to thirty (30) minutes to select the allowed number of full weeks of PTO or sign off "No Choice."
- e. The employee will complete a full week PTO form, and the Department Head or designee will sign off. A vacation grid will be maintained by each Department Head or designee for viewing by employees.
- f. The procedure continues in no more than thirty (30) minute intervals down the seniority list until all employees have made their selection.
- g. Employees not working on PTO selection day must be available by telephone when their allotted thirty (30) minute slot comes up in rotation.
- h. Selections made over the telephone will be verified by two (2) members of management or designees. Unavailable employees must have submitted a list of choices prior to this day in order to fulfill the thirty (30) minute time slot obligation.
- i. Employees who have not complied with the above procedure will lose their turn for full week PTO selections.
- j. An employee can request their allotted full week(s) PTO even if not accrued at the time of the request, but must be accrued two (2) weeks prior to the posting of the schedule for each full week requested. If the PTO accrual is not available prior to the week(s) before the vacation week being utilized, the vacation will be cancelled, and the employee will be expected to report for work as scheduled by the Department Head. Partial week requests will not be considered.

Exception: If the PTO accrual is not available due to employee being involuntarily "Called-Off/Temporarily Downsized" the employee may elect to utilize individual available PTO days or take off a full week with all accrued PTO hours utilized, supplemented by VTO.

- k. Requests for full week PTO received after the designated selection dates will be considered in order of receipt of such request. Departments will schedule PTO and endeavor to comply with the employee's request subject to the needs of the individual departments. In any event, request for a full week PTO period must be presented to the Department Head or designee involved

prior to the schedule being posted.

- I. **Prime Time Vacation Period** – The prime time vacation period is defined as: the last two (2) full payroll weeks of June through the second full payroll week of September. No employee will be granted more than two (2) full weeks of Prime Time PTO during the initial selection period.

After vacations are selected and the above procedure is complete, any Prime Time vacation weeks not selected will be posted for one (1) week and awarded on the next business day to the most senior bidder that has weeks available. This will be limited to one (1) additional week per employee subject to the maximum number of weeks allowed per calendar year.

- m. Refer to each Bargaining Unit Agreement for further information.

6. **Cancellation of Full Weeks PTO by Employee:**

- a. Any requested cancellations made by the employee of full week(s) PTO must be made two (2) weeks prior to the posting of the schedule. Requests less than two (2) weeks prior to the posting of the schedule will be approved where mutually agreed.
- b. If any full week of PTO (within the same Job Classification and/or Family) becomes available, it will be posted for one (1) week then granted on the next business day.
 - 1. During non-prime time, the full week of PTO will be awarded to the most senior employee (within the same Job Classification and/or Family) who bids on the available week.
 - 2. If the week posted is during prime time, the employee who does not have two (2) prime weeks of PTO can bid on the posted time. If all bidders have two (2) prime weeks, the available prime week(s) will be awarded to the most senior bidder subject to the maximum number of weeks allowed per year. The employee may abandon a scheduled prime week if they desire.

7. **Minimum Number of Employees:**

The PTO Exhibit of each collective bargaining agreement reflects the minimum number of employees allowed on PTO. If staffing permits, additional PTO will be granted if requested.

- C. **Less Than a Full Week Request:** The following procedure shall be utilized within each Department as follows:

1. An employee may request PTO days in less than a one (1) week block, no earlier than six (6) weeks prior to a schedule posting date.
2. Requests for PTO days in less than a one (1) week block may be granted to the employee with the most Combined Union Hospital-wide seniority provided the request is submitted within fourteen (14) days of the first date on which a request can be submitted.
3. A response will be given to the employee two (2) weeks prior to the posting of the schedule, if the request was submitted in the two (2) week period mentioned in Paragraph 2 above.
4. For example: The two-week schedule covering 12/10/17 – 12/23/17 will be posted 11/21/17. Requests submitted between the fourteen (14) days of 10/7/17-10/20/17 will be granted based on seniority and will be responded to by 11/3/17.

2 Week Schedule Period	Seniority (14 Days) Submission Dates	Seniority Response Date	Schedule Posting Date
12/10/2017 – 12/23/2017	10/7/17 – 10/20/17	11/3/2017	11/17/2017

5. Requests for PTO days in less than a one (1) week block submitted after the deadline in paragraph 2 above but prior to the schedule being posted shall be granted on a first come, first serve basis. Requests submitted after the two (2) week seniority period mentioned in paragraph 2 above will be responded to at the time of the posting of the schedule.
6. The Hospital shall post the PTO schedule chart for the following year on the first business day in November.
7. Weekend only employees may schedule up to two (2) full weekends or four (4) weekend shifts of PTO per calendar year, excluding Easter Sunday, the day before or the day after any time and one-half (1½) holiday or during the period December 15th to December 31st.
8. The Hospital shall make every reasonable effort to grant requests for PTO days in less than one (1) week block provided the request is made prior to the schedule being posted.

D. Holidays:

1. An employee who wishes to observe any religious or legal holiday on the day it actually occurs must submit a request in writing prior to the posting of the time

schedule during which the holiday occurs. In departments that are open Monday through Friday, employees must utilize PTO for any holiday that falls on a weekday.

2. Requests to work, requests to be off, or requests to utilize PTO hours for the following specified holidays: Memorial Day, Independence Day, Labor Day, and Thanksgiving Day should be submitted in writing in accordance with other PTO requests. All requests will be dated.
3. Per Diem employees will be scheduled to work as per Article 50 Per Diem Employees.
4. Time and one-half will be paid for work on New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day and Christmas Day as further defined in this Article.

- a. The Hospital recognizes the following six (6) twenty-four (24) hour periods as time and one-half for Employees Other Than Twelve and One-Half (12½) Hour Shift Employees:

New Year's

12:00 a.m. (Midnight) December 31st to 11:59 p.m. January 1st

Memorial Day

12:00 a.m. (Midnight) Memorial Day Eve to 11:59 p.m. Memorial Day

Independence Day

12:00 a.m. (Midnight) July 3rd to 11:59 p.m. July 4th

Labor Day

12:00 a.m. (Midnight) Labor Day Eve to 11:59 p.m. Labor Day

Thanksgiving

12:00 a.m. (Midnight) Thanksgiving Eve to 11:59 p.m. Thanksgiving Day

Christmas

12:00 a.m. (Midnight) December 24th to 11:59 p.m. December 25th

- b. **All Twelve and One-Half (12½) Hour Shift Employees:**

Any employee in a position authorized to work twelve and one-half (12½) hours shall be paid time and one half (1½) for complete shifts worked during the following holiday hours:

New Year's Day

Twenty four and one-half Hour Period begins on the night shift of the holiday eve and ends at the end of the day shift on the actual holiday. (Normally 7:00 p.m. New Year's Eve to 7:30 p.m. New Year's Day)

Memorial Day

Twenty four and one-half Hour Period begins on the day shift of the actual holiday and ends at the end of the night shift on the day after the holiday. (Normally 7:00 a.m. Memorial Day to 7:30 a.m. the day after

Memorial Day)

Labor Day

Twenty four and one-half Hour Period begins on the day shift of the actual holiday and ends at the end of the night shift on the day after the holiday. (Normally 7:00 a.m. Labor Day to 7:30 a.m. the day after Labor Day)

Independence Day

Twenty four and one-half Hour Period begins on the day shift of the actual holiday and ends at the end of the night shift on the day after the holiday. (Normally 7:00 a.m. July 4th to 7:30 a.m. July 5th)

Thanksgiving Day

Twenty four and one-half Hour Period begins on the day shift of the actual holiday and ends at the end of the night shift on the day after the holiday. (Normally 7:00 a.m. Thanksgiving Day to 7:30 a.m. the day after Thanksgiving Day)

Christmas Day

Twenty four and one-half Hour Period begins on the night shift of the holiday eve and ends at the end of the day shift on the actual holiday. (Normally 7:00 p.m. Christmas Eve to 7:30 p.m. Christmas Day)

5. The Imaging Department will continue its practice with respect to Holidays.

E. **Christmas/New Year Periods** –

1. **General – For All Employees:**

- a. Should an employee have an approved switch with another employee that will still count as if they had worked the originally scheduled holiday.
- b. On Call assignments do not constitute working a shift. The employee who is called off and accepts the offer to be placed “On Call” in lieu of working a scheduled shift, is considered to have worked that holiday for the purpose of this section.
- c. When the Christmas Holiday and New Year’s Holiday falls on a weekend, the holiday rotation prevails unless specifically spelled out in the individual collective bargaining agreements.
- d. To balance a schedule due to transferring, job bidding, etc., employees who accept a new position will assume the rotation of that vacated position and not rotated based on what they previously worked in the preceding year.

2. **Christmas/New Year Period:** Refer to Professional & Technical (Nurse) Bargaining Unit Agreement, Technician Bargaining Unit Agreement and Service & Maintenance Bargaining Unit Agreement for more specific information.

9. Refer to each collective Bargaining Unit Agreement for further information.

ARTICLE 15
NYS DISABILITY (NYS DBL) & WORKERS' COMPENSATION (NYS WC)

1. The Employer/Hospital will provide coverage for New York State Disability and New York State Workers' Compensation as required by law.
2. Work accidents must be reported immediately to their department manager or designee and an Incident Report will be completed and sent to the department of Integrated Disability Management (IDM) within twenty-four (24) hours by management.
3. Time off for absences related to illness or injury will be granted by the Employer/Hospital upon completion of the appropriate claim application and acceptable medical documentation that confirms the employee is not capable of performing their job. All requests for NYS DBL and NYS WC must be made through the IDM department and the Employer/Hospital's third party administrator (TPA).

All periods of disability will be counted as unscheduled absences until such time as the vendor/carrier advises of an approved status.

Employees are required to notify the IDM department of any changes to the circumstances of their leave, including early return to work.

4. Employees are required to follow normal call-off procedures and to notify the TPA for periods of Disability or Workers' Compensation.
5. Employees returning to work from NYS DBL or NYS WC shall contact IDM seven (7) days in advance of the expected return date. This notice shall be reduced when an employee is released by their provider on short notice.

Return to work clearance is required through HealthWorks of WNY, hereinafter referred to as "HealthWorks" office for absences exceeding seven (7) calendar days. An employee will not be eligible for return to work until the clearance is provided. Failure to return to work on the first scheduled day following release will be considered a voluntary termination of employment. If HealthWorks cannot get the employee in on time, the employee will be paid from their Extended Sick Leave bank.

6. Employees returning to work within six (6) months will return to the same job classification, shift and hours based on their most recent job posting.

Time off for illness or injury shall not exceed twelve (12) consecutive months. An employee will be placed on Inactive status after six (6) months. Upon being placed on Inactive status, the employee's PTO balance will be paid out. The employee is required to provide timely updates on their status as requested, and is required to notify the IDM department if/when they are released to work in any capacity during their Active or Inactive status.

If an employee is capable of returning to work during the six (6) months following Inactive status, the employee may be placed in a like position held prior to the leave, if available. If not available, the employee may bid on alternate positions as an internal candidate.

Returning to work on transitional duty shall not constitute a break in the consecutive months. After expiration of twelve (12) months, employee seniority and employment shall terminate.

7. Employees will be paid statutory benefits in accordance with NYS regulations for NYS DBL or NYS WC and the circumstances of their claims. Employees may supplement statutory benefits with ESL in accordance with the ESL article.

8. Benefits

- A. **Health Coverage** - Hospital contributions toward payment of health premiums will be paid for a minimum of two (2) months in a fifty-two (52) week period, or as long as the employee is receiving Hospital ESL payments for up to nine (9) months. The employee's portion of the monthly premium for health insurance will be deducted from their paycheck for as long as the employee is receiving ESL payment. Upon depletion of ESL hours, an employee may be allowed to utilize any available PTO.

Hospital contributions toward payment of employee's monthly Health Plan premium will be paid in accordance with the Family and Medical Leave Act.

If and when Hospital ESL/PTO is fully used, the employee may continue participation in the Hospital provided Health Plan by forwarding payments to the HR Service Center by the first of each month for which coverage is due. Upon expiration of Hospital ESL/PTO, the employee must assume the full cost of the monthly health care premium to continue coverage through COBRA.

- B. **Life Insurance** - Participation in this plan will be continued for up to six (6) months while on leave.
- C. **Pension Plan** - Coverage will be continued but Hospital contributions are subject to the Pension and Welfare Article in the respective Bargaining Unit Agreements.

9. Employees receiving NYS DBL or NYS WC may be requested to be evaluated by an Independent Medical Examination (IME) as afforded under NYS regulations, at no cost to the employees.

**ARTICLE 16
LEAVES OF ABSENCE**

1. Leave Reasons and Requests

An unpaid leave of absence may be granted to all employees covered by this Agreement after six (6) months of continuous employment for the following reasons:

- A. compelling personal reasons;
- B. education/training;

- C. Union business;
- D. maternity; and
- E. marriage

Employees may not take leave to work in another capacity, including self-employment.

Requests for all such leaves must be submitted in writing to the designated third party administrator (TPA) at least thirty (30) days in advance of the start of leave, except in cases of emergency. For emergent leave needs, employees must make their request within 24 hours explaining the circumstances.

All requests for leave must include:

- A. dates on which the leave will begin and end
- B. statement of intent to return to work
- C. reason(s) for leave and any supporting evidence

All leave requests will be reviewed by the Integrated Disability Management (IDM) department and/or the department manager, depending on the type of leave requested. All periods of leave will be counted as unscheduled absences until such time as the TPA and/or Employer advises of an approved leave status. The granting of leave will protect the employee's hire date for purposes for which a hire date is used.

Employees are required to notify the IDM department of any changes to the circumstances of their leave, including an early return to work.

2. Compelling Personal Reasons

Full-time and part-time employees are eligible to apply for personal leave. Personal leaves shall not exceed six (6) months in duration and cannot be less than seven (7) calendar days. All leaves must be reviewed and approved by the IDM department and the employee's department manager.

3. Education/Training

Full-time and part-time employees are eligible to apply for educational leave. Leaves for education and training may be requested for up to twelve (12) months but cannot be less than seven (7) calendar days, where such leave is related to Employer/Hospital business or for the purposes of advancement within the Employer/Hospital. All leaves must be reviewed and approved by the IDM department and the employee's department manager. Documentation of the education/training program is required to approve leave, including proof of enrollment, program/course outline, and schedule/dates.

4. Union Business

Leave for union business may be requested upon written request from the Union for up to twelve (12) months but not less than seven (7) days. No more than one (1) employee, regardless of bargaining unit, may take leave for Union business at any one time. An extension may be requested. Leaves for union business must also be approved by the Hospital's Human Resources

representative.

5. Maternity

- A. Leave of Absence without pay for maternity will be granted to employees with more than six (6) months of service. All applications for a leave must be accompanied by a written statement by the attending physician giving the expected date of delivery. In no case will Maternity Leave exceed one hundred-eighty (180) days after the date of delivery.
- B. The employee returning from maternity leave will be required to furnish HealthWorks with a statement from the attending physician indicating that the employee can return to regular duties. The Hospital may also request that the employee pass a physical examination to determine fitness to return to work. Such Hospital required physical examination would be at no cost to the employee.
- C. Time lost due to pregnancy disability and for which benefits are payable under the terms of the Disability Benefits Law will not be counted as formal Leave of Absence time. Such actual disability time will be governed by the provisions of the Disability and Workers' Compensation Article.

6. Marriage

Marriage leave of absence without pay may be granted to employees who have completed their probation period, for a maximum of seven (7) days within the two (2) week period of the actual wedding date or of the wedding celebration if the wedding celebration is not on the same date as the ceremony.

7. Benefits During Leave

Employees are responsible for arranging for coverage of any deductions usually taken for employee benefit programs, and the full premium of health coverage will be required. Failure to arrange for deductions during leave will cause the Employer/Hospital to terminate benefit coverage(s).

- 8. Time out for leave is counted in determining total years of service for all employees. An employee may request to be paid PTO time in conjunction with such leave of absence. The request must be made through their department manager.

9. Returning to Work from Leave

Employees returning from leave in excess of thirty (30) days will obtain clearance through HealthWorks prior to returning to work.

Employees returning to work within six (6) months will return to the same job classification, shift and hours, based on their most recent job posting.

If an employee is capable of returning to work during the six (6) months following Inactive status, the employee may be placed in the position held prior to the leave, if available. If not available,

the employee may bid on alternate positions as an internal candidate.

After the expiration of twelve (12) months, employee seniority and employment shall terminate.

Failure to return to work on the first scheduled day following expiration of leave will be considered a voluntary termination of employment.

**ARTICLE 17
EXTENDED SICK LEAVE (“ESL”)**

1. Accrual

A. A full-time or part-time employee in a position authorized to work fifteen (15) hours or more per week or a minimum of .4 Full Time Equivalent (FTE) per pay period accrues ESL hours based on actual paid hours as follows:

.0287 hours per paid hour

Maximum accrual per employee = 56 hours per payroll year

B. ESL hours do not accrue for an employee during unpaid absences such as a leave of absence, suspension from duty, periods of NYS Disability or Workers’ Compensation where no pay through payroll is received from the Hospital. However, hours already credited at the beginning of an unpaid absence are not lost and will be available to the employee upon their return to work.

C. ESL hours may accrue up to a maximum of 562½ hours. At that point, no further hours accrue until the employee uses some hours in conjunction with NYS Disability or Workers’ Compensation. An employee in an authorized position of 40 hours per week may accrue up to a maximum of 600 hours (75 days).

D. ESL hours are not paid upon termination except as follows: Employees, upon retirement, will be paid for all ESL hours accumulated at 60% of the employee’s straight time rate in effect, provided the employee is fifty (50) years of age and has ten (10) years continuous full-time and/or eligible part-time service. The payment will be allocated to the week or weeks immediately following their last day of employment; with the maximum number of hours per paycheck being their normal scheduled hours per pay period.

E. At the end of the first payroll period of the payroll year, there will be an automatic conversion of employees’ ESL hours to PTO hours, subject to the PTO cap, based on the following schedule:

5-14 years of service	10 hours
15-24 years of service	20 hours
25 years of more	30 hours

2. Use of ESL

A. Employees will be eligible to use accrued ESL time after successful completion of their

probationary period and in accordance with the outline below.

B. New York State Disability (NYS DBL)

1. An employee may use accrued ESL for periods of approved NYS DBL during the first (1st) seven (7) calendar days during the waiting week.
2. After the waiting week, for ongoing approved periods of NYS DBL, accrued ESL hours will be paid at increments of one-half (.5) budgeted hours.
3. If an employee has a recurrent period of NYS DBL within ninety (90) days and there is no waiting week, accrued ESL hours will be payable from day one for covered periods of NYS DBL.
4. Employees may use accrued PTO to supplement, or if no accrued ESL hours are available.
5. ESL hours will not be paid for absences concurrently paid for by another employer/carrier, including No-Fault.

C. New York State Workers' Compensation (NYS WC)

1. For approved absences less than fifteen (15) days covered under NYS Workers' Compensation, an employee may use accrued ESL up to their equivalent budgeted hours for the first (1st) week (waiting week).
 2. After the waiting week, for ongoing approved periods of NYS WC, accrued ESL hours may be paid in combination with workers' compensation payments up to ninety percent (90%) of their regular pay.
 3. Employees may use accrued PTO to supplement, or if no accrued ESL hours are available.
 4. ESL hours will not be paid for absences concurrently paid for by another employer/carrier including No-Fault.
- D. For documented cases of cold sores, pink eye, shingles and strep throat where the employee is sent home or banned from working by the Employer/Hospital, the employee shall be eligible to use accrued ESL hours not to exceed budgeted hours for a maximum of two (2) work days.

ESL may also be used for documented and confirmed cases where an employee is confined to a hospital for observation, or requires a medically necessary outpatient procedure under anesthesia, exclusive of routine dental work, for a maximum of two (2) work days.

**ARTICLE 18
FAMILY MEDICAL LEAVE ACT (FMLA)**

The Hospital will comply with all provisions of the FMLA and its amendments, with the following clarification:

- A. For purposes of calculating the twelve-month period in which to take FMLA, the Hospital uses a rolling twelve-month period measured backward from the date leave begins.
- B. FMLA leave will run concurrently with absences due to New York State Disability, New York State Workers' Compensation, and New York State Paid Family Leave, when applicable.
- C. Available PTO will be paid simultaneous to a leave of absence, if requested by the employee to their department manager or designee.
- D. Employees are required to follow the same process as described in Article 16, Leave of Absence to submit their request for FMLA.

**ARTICLE 19
BEREAVEMENT**

1. All regular full and part-time employees who have completed their probationary period will be excused from work with straight time pay for up to three (3) scheduled working days within seven (7) days, not to exceed twenty-four (24) hours, beginning with the date of death, for immediate family members. The employee may supplement with available PTO up to three (3) days. The seven (7) day period may be extended upon mutual agreement. Bereavement pay for eligible part-time employees is prorated based on standard authorized budgeted hours.
2. Within the seven (7) day period as per Section 1 above, the employee will be exempt from taking on call.
3. Immediate family members include spouse, child, parent, step-parent, step-child, daughter-in-law, son-in-law, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, legal guardian, grandparent, grandchild, mother-in-law, father-in-law, life partner, and person who takes place of a parent (in loco parentis), or any other relative residing in the employee's home.
4. Additional time off may be requested and shall not be unreasonably denied. The employee shall use available PTO or take as unpaid.
5. Probationary employees shall be granted time off without pay upon request.
6. In the event a family member's death is not defined above, the Employer/Hospital and the employee may mutually arrange coverage for absence on the day of the funeral. The employee shall use available PTO or take as unpaid if no PTO is available.
7. Requests for time off and PTO must be made to the employee's department manager as soon as possible, but no later than the first day of requested time off from work. Request for time off should include the amount of time needed to be off work.
8. The Employer/Hospital reserves the right to request notice of death for all requested time under this article.

9. Eligible employees will be paid at straight time, exclusive of all pay premiums. Bereavement Leave will not apply toward hours worked for the purposes of calculating overtime pay. If a death in the immediate family of an employee occurs during the time the employee is on Short Term Disability, or any type of paid or unpaid Leave of Absence, including but not limited to FMLA, the employee is not entitled to receive additional pay for Bereavement Leave. An employee who is eligible for Bereavement Leave during a period of regularly scheduled Paid Time Off ("PTO") will be granted Bereavement Leave instead of PTO, and will retain the day(s) of PTO. The PTO hours will be rescheduled in accordance with the PTO selection process.
10. A bereavement leave which involves a scheduled weekend will not be required to be made up.

ARTICLE 20 HOURS OF WORK

1. Work Day: 12:00 am to 11:59 pm

- A. The normal workday consists of seven and one-half (7½) consecutive hours of work (exclusive of the regular one-half (½) hour unpaid lunch period).
- B. The normal workday for Maintenance Engineers will consist of eight (8) consecutive hours of work including a one-half (½) hour paid lunch period. The normal workday for remaining Maintenance employees will consist of eight (8) consecutive hours of work (exclusive of the regular one-half (½) hour unpaid lunch period).
- C. There may be positions whereby employees work nine and one-half (9½) consecutive hours of work or twelve and one-half (12½) consecutive hours of work, exclusive of the regular one-half (½) hour unpaid lunch period.
- D. There may be positions whereby employees work eight (8) consecutive hours of work, exclusive of the regular one-half (½) hour unpaid lunch period.
- E. A twelve and one-half (12½) hour employee will receive two (2) fifteen (15) minute paid rest periods as scheduled by the Hospital.
- F. All other employees working a seven and one-half (7½) hour or longer shift shall be given a twenty (20) minute paid rest period, as scheduled by the Hospital.
- G. No employee will be scheduled to work less than four (4) hours at any time. No employee in the Professional & Technical or Technician bargaining units will be scheduled to work unless there is an eight (8) hour lapse between shifts. No employee in the Service & Maintenance bargaining unit will be scheduled to work unless there is a ten (10) hour lapse between shifts, unless by mutual agreement. **Exception:** Refer to Mandatory In-services/Meetings section.

2. **Work Week:**

- A. The normal work week is defined as starting on Sunday at 12:00 a.m. (0000) and ending at 11:59 p.m. (2359) the following Saturday. Work weeks do not vary within job classifications or for jobs that had previously worked non-traditional shifts.
- B. The normal work week for full-time employees will consist of five (5) work days of seven and one-half (7½) hours each or thirty seven and one-half (37½) hours in a work week.
- C. The normal work week for Maintenance employees will consist of five (5) work days of eight (8) hours each or forty (40) hours in a work week.
- D. Nine and one-half (9½) hour full-time employees normally work four (4) days per payroll week or thirty-eight (38) hours in a work week. An employee shall not be scheduled to work more than four (4) nine and one-half (9½) hour shifts in succession unless mutually agreed upon. The nine and one-half (9½) hour shift may be temporarily suspended in the event of an emergency as defined in paragraph F. below.

E. **Twelve and one-half (12½) Hour Employees:**

- 1. Twelve and one-half (12½) hour full-time employees normally work three (3) days per payroll week or thirty-seven and one-half (37½) hours in a work week. An employee shall not be scheduled to work more than three (3) twelve and one-half (12½) hour shifts in succession unless mutually agreed upon. The twelve and one-half (12½) hour shift may be temporarily suspended in the event of an emergency as defined in paragraph F. below.
 - 2. The Hospital will allow splitting of Holidays, providing it does not result in additional pay or overtime.
 - 3. An employee shall not be scheduled to work more than two (2) shifts in a row during the period that encompasses the two-day holiday period of Christmas and New Year's. **Exception:** This does not preclude an employee from fulfilling their regularly scheduled weekend to work.
- F. Emergency for the purposes of 2.D. and 2.E. of this Article is defined as the Hospital's inability to provide safe patient care due to unforeseen circumstances that do not regularly occur.
3. If under unusual or emergency circumstances, the Department Director or designee requests an employee to not take a lunch, the employee will be paid an additional one-half (½) hour. If under unusual circumstances, an employee is unable to take a lunch, the employee must secure permission of the Department Director or designee or Nursing Supervisor (in the absence of the Department Director or designee) on duty to request to work through the lunch period and will be paid an additional one-half (½) hour.

4. Although both parties recognize that other work schedules currently exist and/or may be necessary to create in the future, the primary work shifts are:

7:30 a.m. to 3:30 p.m. (Days)
3:30 p.m. to 11:30 p.m. (Evenings)
11:30 p.m. to 7:30 a.m. (Nights)

Excluding the Professional & Technical (Nurse) Contract: Both parties recognize that there are variations in the above schedules. The Hospital reserves the right to continue the present scheduling or to make such modifications in scheduling as it in its sole discretion shall determine. No employee will be required to work more than two (2) different shifts within a pay week unless by mutual agreement. For employees working schedules which overlap two (2) of the above shifts, the majority of hours worked will determine the work shift. For example, an employee working 5:00 a.m. to 1:00 p.m. and 6:00 a.m. to 2:00 p.m. in a pay week is considered to be working one (1) shift.

5. **Extra Shifts Prior To Schedule Being Posted:**

- A. Employees will not be required to work any more than one (1) shift per pay period over their authorized hours except by mutual agreement.
- B. The extra shifts will be offered on a voluntary basis to employees beginning with the most senior employee by Hospital Seniority within the job classification in the Department/Unit without incurring overtime.
- C. If no employee has volunteered to work the extra shift in 5.B. above and the shift remains unfilled, the extra shift will be assigned by Hospital Seniority beginning with the least senior employee within each shift and Department/Unit. If there is more than one (1) shift available during one (1) pay period, the additional shift will be rotated within each Department/Unit by shift until the one (1) extra day is assigned to everyone on their shift in that Department/Unit.
- D. If there are additional needs in a Department/Unit after 5.B. above has been followed, the most senior employee will be offered all additional hours up to full-time employment in their own Department/Unit provided the Hospital does not incur a financial burden by paying any overtime or premium pay.
- E. For purposes of this section, 5th floor and 6th floor are considered separate Units.
- F. After a schedule is posted, a list of available dates and shifts will be posted in each department. Employees will indicate on each date and shift when they are available to work.
6. The recitation of a normal day or work week shall not constitute a guarantee of employment or a guarantee of a minimum number of hours.

7. Work Schedule:

- A. The Hospital will post a new two (2) week work schedule every other Friday by 3:00 p.m. which will provide a minimum four (4) week advance schedule at the time of posting. The schedule will be posted where all applicable employees may view it. It is understood and agreed that work schedules, once posted, are relied upon by the employee and that they would not be changed except when mutually agreed to by management and the employee in accordance with Paragraph B.
- B. If a temporary change to a posted schedule is necessary due to unfilled positions or due to unscheduled absences of one week or more, the Hospital shall ask for volunteers. If there are none, the Hospital shall change the schedule of the least senior qualified employee(s). The change will be by Combined Union Hospital seniority within the job classification in a Department/Unit.
- C. The Hospital will endeavor to accommodate an employee's schedule while they are attending school in a program related to their current job or a career path within the Hospital.

8. Switches:

- A. In the event an employee desires an even switch in their schedule, that employee must find a replacement that possesses the qualifications to perform the job, must complete the approved three-part switch form and must obtain prior approval by the Department Director or designee.
- B. In all cases, both employees and the Department Director or designee must sign the switch form. The written request must be presented no later than twenty four (24) hours prior to the start of the desired shift. In all cases, the switch cannot result in any additional premium pay, overtime and/or time and one-half (1½) pay for either employee.

9. **Voluntary Pick Up of Shifts:** Employees have the ability to voluntarily pick up a shift for another employee after the schedule is posted provided there is no overtime or premium pay involved. The employee picking up the shift must possess the qualifications to perform the job and the change must be accomplished on the approved form normally used for "Switches" and approved by management in writing to ensure appropriate staffing. The employee who obtains a co-worker must use PTO. No VTO will be approved. This does not exempt the employee who is picking up the shift from fulfilling their weekend and holiday obligations as outlined in this Agreement.

10. Weekends:

- A.
 - 1. Weekends are defined as the 48 hour period starting on Saturday at 12:00 a.m. (0000 on Saturday) and ending at 11:59 p.m. on Sunday (2359 on Sunday). For employees working non-traditional shifts, the majority of hours will determine which shifts are the weekend shifts.
 - 2. Professional & Technical Contract: Weekends are defined as the 48 hour period

starting on Saturday at 7:00 a.m. (0700 on Saturday) and ending at 6:59 a.m. on Monday (0659 on Monday). For employees working non-traditional shifts, the majority of hours will determine which shifts are the weekend shifts.

- B. Regular full-time and regular part-time employees will, at a minimum, be scheduled every other weekend off except as noted elsewhere in this Article.

Exception: Positions designated and posted as “weekends only”.

- C. The Hospital will make every effort to maintain current weekend scheduling practices, subject to the following:

1. Professional and Technical (Nurse) Contract, Technician Contract and the following Divisions/Departments of the Service and Maintenance Contract: Patient Care Services Division; Perioperative Services Division, Environmental Services Department and the Diagnostic Imaging Departments:

a. **All Employees:** No full-time or part-time employee will be required to work more than every other weekend unless mutually agreed by the Hospital and the employee. Exception: When transitioning between every third weekend and every other weekend or when equitability scheduling an extra weekend shift per section b.ii. below, working more than every other weekend may be required.

b. Twelve and One-Half (12½) Hour Employees:

i.) The Hospital shall endeavor to schedule full-time and part-time employees for every third (3rd) weekend. If every third (3rd) weekend is not possible, then the Hospital will continue the practice of scheduling twelve and one-half (12½) hour employees to work between every other weekend and every third (3rd) weekend. If that practice is continued, then the Hospital will make every effort to maintain the current method of equitably scheduling a weekend shift(s).

ii.) **Equitably Scheduling of Extra Weekend Shifts:** If an employee requests to schedule an additional weekend shift(s), it shall be granted in order of Hospital Seniority. If there are no such requests or volunteers, then the additional weekend shift above the every third weekend shall be assigned to the employee with the least Hospital seniority on a rotating basis. If every third (3rd) weekend is not possible, the Hospital will continue this practice of scheduling twelve and one-half (12½) hour employees to work between every other weekend and every third (3rd) weekend. A rotation list shall be made available for employees to review upon request.

iii.) This method of equitably scheduling additional weekend shifts shall be reviewed on a quarterly basis.

2. Nutrition Departments:

- a. No full time employees will work more than every other weekend unless mutually agreed to by the Hospital and the employee.
- b. Part-time employees who are in authorized positions of twenty-two and one-half (22½) hours per week or more will be scheduled off at a minimum of one (1) full weekend per four (4) week period, unless both parties mutually agree otherwise.
- c. Part-time employees who are in authorized positions of fewer than twenty-two and one-half (22½) hours per week will be scheduled off at a minimum of two (2) full weekend shifts per four (4) week period, unless both parties mutually agree otherwise.
- d. Time and one half (1½) will be paid in excess of four (4) weekend shifts for only (a) above.

- D. If the Hospital requests an employee to work more than four (4) weekend shifts in a four (4) week period (except those covered by Section 12.C.(2)(b) and 12.C.(2)(c) of this Article), being either a part of or a complete weekend (Saturday and/or Sunday), the employee will receive time and one-half (1½) for work performed provided the shift is completed once they arrive for work. If time and one half (1½) is less than the premium pay, the employee will also receive the difference between time and one half (1½) and such premium pay. Refer to Professional & Technical (Nurse) Bargaining Unit Agreement for more information on weekend premium pay.

Exceptions to Time and One Half (1½) for Weekend Shifts: (1) Positions designated and posted as “weekend only.” (2) Hours worked as a result of being “on call”. (3) An approved “switch” in schedule between two (2) employees. Note: There will be no pyramiding of overtime provisions.

E. Weekend Make-Up:

- 1. All employees who are scheduled to work a weekend shift and do not do so will be scheduled by the Department Head or designee for a make-up shift to fulfill their weekend shift obligation within six (6) months without any time and one-half (1½) pay. Weekend shifts lost due to absences related to Workers’ Compensation in excess of one (1) week, an approved leave of absence, bereavement pay as outlined in contract, hospitalization or New York State Disability are exempt. The Department Head or designee will schedule a make-up day to fulfill their weekend shift obligation at straight time.
- 2. Technician bargaining unit employees and All Twelve and One-Half (12½) Hour Employees: Make-up weekend shifts will commence with the second (2nd) weekend shift missed due to Occasions of Absence/Call-ins in a twelve (12) month period.

3. All Employees except Twelve and One-Half (12½) Hour Employees and Technician bargaining unit Employees: Make-up weekend shifts will commence with the third (3rd) weekend shift missed due to Occasions of Absence/Call-ins in a twelve (12) month period.
4. Employees will not be scheduled for a make-up shift on Easter, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day and the day before or after a full week's PTO.

11. Unscheduled Absences After Schedule is Posted:

If there is an unscheduled absence, the Hospital shall offer the time, on a voluntary basis, by Hospital Seniority, in the following order:

- A. Regular Part Time first, then Per Diem employees, who would be able to work at straight time;
- B. Then to the most senior employee who possesses the qualifications to perform the job for whom the extra hours will amount to overtime. (Refer to Overtime Article for additional information.)
- C. If the most senior employee declines the assignment, the employee with the next highest seniority will be offered the assignment.
- D. This procedure shall be followed until the vacancy caused by the unscheduled absence is filled. It is understood that in situations involving short notice (less than 24 hours) overtime, the procedure shall be limited to persons currently working.
- E. If there are not enough volunteers, the Hospital may assign overtime to the employee working on the preceding shift within a job classification in accordance with the Overtime Article. Overtime will be administered in compliance with all applicable laws, including New York State law regarding restrictions on Mandatory Overtime. (Refer to Overtime Article for additional information.)

12. Payment for Employees Called Into Work:

- A. Whenever an employee is called into work for an unscheduled shift other than employees paid to be "On Call", such employee would be allowed one (1) hour from time of call to report to work. Employees will be paid for the entire shift provided they work the number of hours specified in this paragraph and finish out the entire shift:
 1. Seven and one-half (7½) hour shift or Eight (8) hour shift = minimum of four (4) hours worked.
 2. Nine and one-half (9½) hour shift = minimum of seven (7) hours worked.
 3. Twelve and one-half (12½) hour shift = minimum of eight (8) hours worked.

- B. Any employee called in to work for less than four (4) hours will be paid for four (4) hours. Being called back to work for the purpose of this Article does not include being held over or starting early. Refer to Mandatory In-services/Meetings for exception.
13. Prior to the implementation of a change in the starting and ending time of an entire Department/Unit or Job Classification, the Hospital will notify the Union in writing of the proposed change at least thirty (30) days prior to its implementation and give the Union an opportunity to discuss such change and propose alternatives prior to implementation.
14. **Mandatory In-services/Meetings:**
- A. If the Hospital schedules a mandatory in-service or meeting immediately before or immediately after the employee's regularly scheduled shift, the Hospital will pay for the time actually spent in such in-service or meeting and that time will be considered hours worked for overtime purposes.
 - B. If the Hospital requires an employee to attend an in-service or meeting on their regular day off, the Hospital will pay the employee two (2) hours of pay for attending such mandatory in-service or meeting and these two (2) hours will be considered hours worked for overtime purposes. However, an employee who elects to attend an in-service or meeting on a day off rather than attending one immediately before or immediately after their regularly scheduled shift shall be paid only for the time actually spent in such in-service or meeting.
15. **Voluntary Time Off (VTO):**
- A. VTO is time approved by Hospital management at the convenience of the Hospital for situations such as lack of work or reduction for budgetary reasons. Refer to "Call-Off" Temporary Downsizing Procedure Article for Additional Information.
16. Call hours in the Perioperative Services Departments will be rotated amongst all staff members in the Department by job classification.

ARTICLE 21
TEMPORARY DOWNSIZING PROCEDURE

The Hospital and the Union recognize the need for a system to temporarily downsize the staff if the census/workload drops in an area of the Hospital where members covered by this agreement are employed. Similar to vacations, each Medical/Surgical Unit is considered a separate clinical unit. If it becomes necessary to temporarily reduce the number of employees in a particular job classification, downsizing will occur in the following order:

Downsizing prior to the start of the shift:

- A. Any employee who was mandated to work will first be offered the opportunity to be downsized.

- B. Any employee in the affected Job Classification, Department/Unit, and bargaining unit that has pre-scheduled overtime on the downsized shift will be excused in order of Combined Union Hospital seniority for the shift where they would be paid time and one-half (1½) for work performed, beginning with the least senior employee.
- C. A blank two-week grid will be located on each Department/Unit for the period of the current work schedule. It will be the responsibility of all employees to volunteer by indicating on the blank grid their preference for working, taking a benefit day (PTO), or taking a VTO day. This indication must be made more than twenty-four (24) hours in advance of the beginning of a designated shift. This decision may not be changed once the twenty-four (24) hour period begins. If an employee indicated no preference regarding a particular day, it will be assumed the employee wishes to work on that day.
- D. Employees in the affected job classifications will be offered PTO/VTO or, if mutually agreed upon, may be placed "On Call". PTO/VTO may be utilized to supplement hours. The grid will be utilized first (prior to offering On Call) followed by volunteers in order of seniority.
- E. If there are no volunteers above, any agency/travel personnel will be downsized.
- F. Any per diem employee scheduled above their authorized work hours per contract in the affected Job Classification within a Department/Unit, will be excused or called off in ascending seniority.
- G. Any part-time employee scheduled above their budgeted work hours in a pay period as identified on the schedule in the affected Job Classification within a Department/Unit starting with the least senior person excused, by scheduled start time.
- H. In the event that staffing needs to be reduced further following the implementation of the above steps, the least senior person(s) will be called off one (1) hour prior to the beginning of their shift. Exception: A person who is affected by this paragraph who is qualified in a job classification, will have the option of replacing the least senior employee in their job classification or another Department/Unit where they are qualified. This displacement cannot result in more than one (1) move in another job classification. It is understood that an employee who is downsized may assume the hours of the least senior employee to remain working that day.
- I. If any affected person above is unable to be notified by telephone, they will be sent home as soon as possible but in no event will it exceed thirty (30) minutes into their shift. The employee will be given one (1) hour of pay.
- J. It is understood that any employees scheduled for a makeup weekend shift are excluded from the above procedure provided the work schedule clearly identifies the makeup shift.

*Exception: An employee scheduled for a makeup weekend shift will be downsized prior to Section G above being implemented.

Downsizing During Shift:

- A. Any employee who was mandated to work will first be offered the opportunity to be downsized.
- B. Any employee in the affected Job Classification, Department/Unit, and bargaining unit that has pre-scheduled overtime on the downsized shift will be excused in order of Hospital seniority for the shift where they would be paid time and one-half (1½) for work performed, beginning with the least senior employee.
- C. In the event that staffing needs to be reduced further, the following steps will be followed:
 - 1. Solicit volunteers in descending order.
 - 2. If there are no volunteers above, any agency/travel personnel will first be excused or called off.
 - 3. If there are insufficient volunteers and/or agency personnel, any per diem employee in the affected Job Classification will be excused or called off starting with the least senior person excused first by scheduled start time.
 - 4. PTO/VTO may be utilized to supplement the hours of any employees downsized under the steps outlined in Section B above.
- D. It is understood that any employees scheduled for a makeup weekend shift who are no longer needed, will be downsized provided the work schedule clearly identifies the makeup shift.

**ARTICLE 22
OVERTIME**

1. **General:**

- A. Overtime work shall be required whenever, in the judgment of the Hospital, such work is necessary. No employee will be permitted to work overtime unless authorized by the employee's Department Head or designee. All other approvals for overtime will be secured from the Nursing Supervisor on duty.
- B. Employees scheduled to work seven and one-half (7½) hours or less who are asked or required to work over seven and one-half (7½) hours are paid overtime at the rate of time and one-half (1½) for hours worked in excess of seven and one-half (7½) hours in a workday or thirty-seven and one-half (37½) hours in a payroll week.
- C. Employees scheduled to work eight (8) hours who are asked or required to work over eight (8) hours are paid overtime at the rate of time and one-half (1½) for hours worked

in excess of eight (8) hours in a workday or forty (40) hours in a payroll week.

- D. Employees scheduled to work nine and one-half (9½) hours who are asked or required to work over nine and one-half (9½) hours are paid overtime at the rate of time and one-half (1½) for hours worked in excess of nine and one-half (9½) hours in a workday or thirty-eight (38) hours in a payroll week.
- E. Employees scheduled to work twelve and one-half (12½) hours who are asked or required to work over twelve and one-half (12½) hours are paid overtime at the rate of time and one-half (1½) for hours worked in excess of twelve and one-half (12½) in a workday or thirty-seven and one-half (37½) hours in a payroll week.
- F. For purposes of overtime calculation, the Hospital keeps time in fifteen (15) minute intervals.
- G. There will be no pyramiding of time and one-half (1½) and/or premium pay under this Agreement.
- H. The following absences will not be considered as time worked for overtime purposes: bereavement time, jury duty or a leave of absence for any reason. Paid Time Off (PTO) shall be counted as time worked for purposes of overtime pay.
- I. The Hospital will not make temporary schedule changes regarding starting and quitting times to avoid the payment of overtime unless such changes are agreed to by the employees affected.
- J. **Cardiopulmonary, and Patient Care Services excluding Perioperative Services, Maternity, and OB/GYN Practice:** Overtime shall be distributed by Combined Union Hospital Seniority within the job classification.
- K. **For all other Departments:** Overtime shall be distributed by Combined Union Hospital Seniority on a rotational basis to employees working within the job classification. Any employee who refuses overtime shall be credited with overtime as if it had been worked.

Each Department shall provide a mechanism to track overtime distribution among employees who have identified an interest in overtime work as it becomes available. Said mechanism shall be available for employees to review. A new list will be initiated each calendar quarter.

- 2. **Overtime as it Relates to Floating:** An employee who floats into a Department/Unit where the primary shifts are twelve and one-half (12½) hours and works a seven and one-half (7½) hour shift on the designated day shall receive time-and-one-half (1½) pay for all hours worked in excess of such seven and one-half (7½) hour shift.
- 3. **Overtime at End of Shift:** The Hospital will make every effort to avoid overtime. Once a decision is made that overtime is necessary, the following procedure will apply:

- A. **Cardiopulmonary and Patient Care Services excluding Perioperative Services, Maternity, and OB/GYN Practice:** Solicit volunteers from employees on duty within the job classification but if more than one (1) volunteer, preference will be given to the most senior.

For all other Departments: Solicit volunteers from employees on duty within the job classification but if more than one (1) volunteer, preference will be given to the most senior on a rotational basis.

- B. If there are no volunteers, solicit volunteers within the bargaining unit from employees on duty who possess the qualification to perform the job.

C. **Mandatory Overtime:**

1. If there are no volunteers, and a decision is made that mandatory overtime would be implemented, management will make an announcement to that effect.
2. Volunteers after this point will have their shift counted towards fulfilling a mandatory overtime shift.
3. The least senior employee on duty in a job classification shall be required to work on a rotating basis. The appointment of such mandatory overtime is assigned as equitably as possible to employees within the same job classification. In all cases, employees called must be qualified to do the work in question.
4. Mandatory overtime will be administered in compliance with all applicable laws, including New York State Law regarding restrictions on Mandatory Overtime.
5. Each Department will maintain a mandatory overtime list for each job classification, which will be utilized to determine whose turn it is to work. Any employee who volunteers and works a minimum of a four (4) hour block of overtime shall be placed at the bottom of the mandatory overtime list.
6. If an employee was not on the original posted schedule but volunteers to come in for extra hours (full or partial shift of four (4) hours or more) or volunteers to change shifts, that same employee is not required to work mandatory overtime for that day. Exception: This section does not apply to smaller Departments/Units where there is only one (1) employee working.
7. If an employee is floated and mandatory overtime is required, the person is not counted in the home base schedule (original schedule) or the newly assigned department. They are excluded for that shift from mandatory overtime.
8. Probationary employees will be included in the rotation provided they are fully trained and are able to handle the assignment as determined by management.

9. The Hospital shall make every reasonable effort to minimize the occasions on which mandatory overtime is required, including but not limited to, asking for volunteers, assigning floats, calling in per diems and mutually agreed upon adjustments to the schedule.
10. Bargaining unit employees will only be mandated to cover for other employees of the same bargaining unit.
11. The Hospital will make every effort to provide mandated employees with one and one-half (1½) hours notification.

**ARTICLE 23
FLOATING**

1. This Article applies to:
 - A. All Professional and Technical bargaining unit employees, and
 - B. All Nurse Attendants
2. A list of employees by Job Classification regularly assigned to the Department/Unit shall be maintained in inverse order of Combined Union Hospital Seniority within the Department/Unit. For purposes of this Article, the 5th Floor and 6th Floor are separate Departments/Units.
3. If floating is required, the following procedure will be followed:
 - A. The supervisor will solicit volunteers to float. If an employee volunteers to float, they will be credited with a float turn. The affected employee will be placed at the bottom of the float list. The float list includes full-time, part-time and per diem employees.
 - B. In the event agency/travel personnel are working on the unit, they will be required to float next.
 - C. If the above does not satisfy the floating need, floating shall be assigned by Combined Union Hospital Seniority on a rotating basis. The least senior employee will float first, with subsequent floating being assigned until all employees within the Job Classification have floated. Unless mutually agreed upon, an employee will not be floated outside of their Job Classification.
 - D. No employee will be required to float until they have finished their orientation period.
4. No employee will be floated to a Department/Unit for which the employee is not qualified. It is understood, however, that an employee who is qualified to float may not have experience in every aspect of the care delivered in that department. Instruction will be provided to assist the floating employee in completing unfamiliar assignments if needed.

Refer to the individual Professional and Technical (Nurse) Floating Article for additional language that pertains to employees covered by that contract.

**ARTICLE 24
HEALTH COVERAGE**

1. The Employer/Hospital shall make available to all employees covered by this Agreement the Catholic Health First Choice Comprehensive Health Care Plan and the First Choice Hybrid/High Deductible Plan (HDHP).
2. An employee may initially select individual or family health plan coverage within thirty-one (31) days of the date of employment. Changes in coverage may be made during open enrollment each year or within thirty-one (31) days of a life status change event where the change made is consistent with the event (e.g., adding a dependent as a result of getting married).
3. The Employer/Hospital shall contribute ninety percent (90%) of the cost of single coverage and eighty percent (80%) of the cost of family coverage for full-time employees. For all employees hired as of August 7, 2018, the Employer/Hospital shall contribute sixty-five percent (65%) of the cost of single coverage for part-time employees, sixty-five percent (65%) of the cost of family coverage for employees in a position authorized greater than a .6 full-time equivalent, and fifty-five percent (55%) of the cost of family coverage for employees in a position authorized between a .4 full-time equivalent and a .6 full-time equivalent. For all employees hired after August 7, 2018, the Employer/Hospital shall contribute fifty-five percent (55%) of the cost of single coverage and fifty (50%) of the cost of family coverage for part-time employees.
4. The Employer/Hospital subsidy toward health coverage for all employees shall commence on the 90th day of employment.
5. The Employer/Hospital will offer to employees not eligible for the subsidy participation in the Employer's/Hospital's group health coverage plans with the responsibility for the full cost to the plan being the employee's, provided premium costs are remitted to the Employer/Hospital in a timely fashion.
6. Employee contributions shall be made on the basis of twenty-six (26) pay periods.
7. Employees not eligible for Employer/Hospital contributions toward health coverage premiums will be eligible to participate in the group health plan at their own expense.
8. Employees who retire from Mount St. Mary's Hospital will be eligible to participate in a group health plan at their own expense, until they are eligible for medical coverage under Medicare.
9. **Life (Non-Contributory):**

All full-time and part-time employees in a position authorized to work a minimum of fifteen (15) hours per week or more or a minimum of .4 Full-Time Equivalent (FTE) per pay period will be insured for one (1) times their basic annual earnings at no cost to the employee. Coverage is effective on the first of the month following ninety (90) days of employment. The formula for

coverage is as follows:

Hourly base rate (excluding overtime, premium pay, shift differential, etc.) times authorized hours per week times 52 weeks per year = Annual salary for life insurance purposes.

10. Life (Contributory):

The Hospital agrees to establish a contributory life insurance program whereby employees can purchase life insurance through payroll deduction.

This insurance will make it possible for employees to purchase additional group insurance for themselves and their spouses. Upon layoff or termination, the employee may convert to an individual policy.

On the attainment of a reduction age, the amount of insurance is reduced per the following table:

<u>Age When Reduction Occurs</u>	<u>Percentage Still in Force Upon Reduction Based on Original Amount</u>
65	65%
70	50%

11. Disability:

Disability Benefits (statutory coverage) will be furnished for all employees on a contributory basis in accordance with the statute.

The health care plan co-pays applicable to the First Choice Comprehensive and the Hybrid Plans will take effect upon ratification as outlined below:

First Choice Comprehensive Healthcare Plan



	First Choice In-Network Your Co-pay Amount	Independent Health Out-of-Network Your Co-pay Amount †
MEDICAL SERVICES		
Routine Physicals	\$0	Not Covered
Well Child Visits and Immunizations (Up to Age 19)	\$0	30% after deductible †
Diagnostic X-rays	\$0	30% after deductible †
Laboratory Testing	\$0	30% after deductible †
CH CareOnDemand	\$0	N/A
Outpatient Infusion/Injection Therapies	\$0	30% after deductible †
WOMEN'S SERVICES		
Maternity Care (Prenatal & Post-Natal Care)	\$0	30% after deductible †
Preventive Gynecological Office Visits	\$0	Not Covered
Preventive Mammograms	\$0	30% after deductible †
Preventive Pap Smears	\$0	30% after deductible †
HOSPITAL CARE		
Inpatient Stay – Semi Private Room	\$0	30% after deductible †
Outpatient Surgery Facility	\$0	30% after deductible †
Chemotherapy, Radiation Therapy, Inhalation Therapy	\$0	30% after deductible †
Cardiac Rehabilitation (24 Visits per year)	\$0	30% after deductible †
Occupational, Speech, Physical Therapy (20 Aggregate Visits)	\$0	30% after deductible †
MENTAL HEALTH CARE		
Inpatient	\$0	30% after deductible †
Outpatient	\$0	30% after deductible †
SUBSTANCE ABUSE TREATMENT		
Inpatient Detoxification (Detox only)	\$0	\$0
Outpatient	\$0	30% after deductible †
PREVENTIVE SERVICES		
Abdominal Aortic Aneurysm Screening	\$0	30% after deductible †
Adult and Child Immunizations	\$0	30% after deductible †
Bone Mineral Density Screening	\$0 in network (\$20 at Physician Office)	30% after deductible †
Colonoscopy	\$0 in network (\$20 at Physician Office)	30% after deductible †
PSA Testing	\$0	30% after deductible †
OTHER SERVICES		
Home Healthcare (In-network unlimited visits, Out-of-network 365 visits)	\$0	30% after deductible †
Hospice (Unlimited days)	\$0	30% after deductible †
Skilled Nursing Facility Non-custodial (50 days)	\$0	30% after deductible †
Vision Exam	\$0	Must use Eyemed provider
PRESCRIPTION BENEFITS [Administered through Pharmacy Benefit Dimensions (PBD)]		
Generic Formulary/Brand Formulary/Non-Formulary	Retail: \$7/\$15/\$35	Not Covered
Diabetic Supplies and Equipment	\$0	Not Covered
Diabetic Prescription	\$0	Not Covered
4 th tier eligible Specialty Copay Assistance Prescription drugs (SCAP)	\$0	N/A
ADDITIONAL SERVICES		
Office Visits (Primary Care Physician)	\$15	30% after deductible †
Chiropractic Care	\$20	30% after deductible †
Advanced Radiology (MRI, PET & CAT Scans)	\$50	30% after deductible †
Specialist Visits	\$20	30% after deductible †
Emergency Room Visit (Waived if admitted to hospital)	\$75	\$75
Durable Medical Equipment & Prosthetic Devices	20% co-pay	30% after deductible †
Urgent Care Center	\$50	30% after deductible †
DEPENDENT COVERAGE		
Dependent Coverage Age Limit	26	26
MAXIMUMS		
Lifetime Plan Maximum (paid by Catholic Health)	unlimited	unlimited
Annual Out of Pocket Maximum (paid by Associate)	\$3,300 individual/\$6,600 family	\$2,500 individual/\$5,000 family

† Out-of-Network Deductible: \$750 individual plan or \$1,250 family plan

This is a summary of covered benefits and exclusions and is not intended to be a contract. Co-pays may differ. Catholic Health reserves the right to change the plan design, including co-pays and deductibles after 12/31/22, unless covered by a collective bargaining agreement. If any of the information in this packet conflicts with your collective bargaining agreement, the collective bargaining agreement will prevail. Catholic Health has certified its religious exemption under the Patient Protection and Affordable Care Act from providing contraceptive drugs or medical services. All contraceptive services (Women's Wellness) are provided by our third party administrator, Independent Health.

effective 1/1/22 - 12/31/22



First Choice Hybrid/High Deductible Healthcare Plan (HDHP)



	In-Network Deductible \$1,500 Individual/ \$3,000 Family	Out-of-Network Deductible \$3,000 Individual/ \$6,000 Family
MEDICAL SERVICES		
Office Visits (Primary Care Physician)	\$25 after deductible	Not Covered
Routine Physicals	\$0	30% after deductible
Well Child Visits and Immunizations (Up to Age 19)	\$0	30% after deductible
Diagnostic X-rays	\$0 after deductible	30% after deductible
Laboratory Testing	\$0 after deductible	30% after deductible
Chiropractic Care	\$40 after deductible	30% after deductible
Advanced Radiology (MRI, PET & CAT Scans)	\$50 after deductible	30% after deductible
Specialist Visits	\$40 after deductible	30% after deductible
Outpatient Infusion/Injection Therapies	\$0	N/A
CH CareOnDemand	\$0	N/A
WOMEN'S SERVICES		
Maternity Care (Prenatal & Post-Natal Care)	\$0 after deductible	30% after deductible
Preventive Gynecological Office Visits	\$0	30% after deductible
Preventive Mammograms	\$0	30% after deductible
Preventive Pap Smears	\$0	30% after deductible
HOSPITAL CARE		
Inpatient Stay – Semi Private Room	\$0 after deductible	30% after deductible
Outpatient Surgery Facility	\$150 after deductible	30% after deductible
Chemotherapy, Radiation Therapy, Inhalation Therapy	\$0 after deductible	30% after deductible
Cardiac Rehabilitation (24 Visits per year)	\$0 after deductible	30% after deductible
Occupational, Speech, Physical Therapy (20 Aggregate Visits)	\$0 after deductible	30% after deductible
Emergency Room Visit (Waived if admitted to hospital)	\$75 after deductible	\$75 after deductible
MENTAL HEALTH CARE		
Inpatient	\$0 after deductible	30% after deductible
Outpatient	\$0 after deductible	30% after deductible
SUBSTANCE ABUSE TREATMENT		
Inpatient Detoxification (Detox only)	\$0 after deductible	30% after deductible
Outpatient	\$0 after deductible	30% after deductible
OTHER SERVICES		
Durable Medical Equipment & Prosthetic Devices	\$50 after deductible	30% after deductible
Home Healthcare (In-network unlimited visits, Out-of-network 365 visits)	\$0 after deductible	30% after deductible
Hospice (Unlimited days)	\$0 after deductible	30% after deductible
Urgent Care Center	\$50 after deductible	\$50 after deductible
Skilled Nursing Facility Non-custodial (120 days)	\$0 after deductible	30% after deductible
Vision Exam	\$0	Not Covered
PREVENTIVE SERVICES		
Abdominal Aortic Aneurysm Screening	\$0	30% after deductible
Adult and Child Immunizations	\$0	30% after deductible
Bone Mineral Density Screening	\$0 in network (\$25 at Physician Office)	30% after deductible
Colonoscopy	\$0 in network (\$25 at Physician Office)	30% after deductible
PSA Testing	\$0	30% after deductible
PRESCRIPTION BENEFITS [Administered through Pharmacy Benefit Dimensions (PBD)]		
Generic Formulary/Brand Formulary/Non-Formulary	Retail: \$10/\$30/\$50	Not Covered
Diabetic Supplies and Equipment	\$0	Not Covered
Diabetic Prescription	\$0	Not Covered
4 th tier eligible Specialty Copay Assistance Prescription drugs (SCAP)	\$0	N/A
DEPENDENT COVERAGE		
Dependent Coverage Age Limit	26	26
MAXIMUMS		
Lifetime Plan Maximum (paid by Catholic Health)	unlimited	unlimited
Annual Out of Pocket Maximum (paid by Associate)	\$6,850 individual/\$13,700 family	\$10,000 individual/\$20,000 family

This is a summary of covered benefits and exclusions and is not intended to be a contract. Co-pays may differ. Catholic Health reserves the right to change the plan design, including co-pays and deductibles after 12/31/22, unless covered by a collective bargaining agreement. If any of the information in this packet conflicts with your collective bargaining agreement, the collective bargaining agreement will prevail. Catholic Health has certified its religious exemption under the Patient Protection and Affordable Care Act from providing contraceptive drugs or medical services. All contraceptive services (Women's Wellness) are provided by our third party administrator, Independent Health.

**ARTICLE 25
DENTAL AND VISION**

1. All employees will be eligible to participate in a voluntary dental program according to the terms and conditions offered by the Employer/Hospital. Employees are responsible for one hundred percent (100%) of the premium associated with this voluntary plan. Premiums will be deducted on the basis of twenty-six (26) pay periods based on the benefit level and the number and type of dependents for which coverage is elected.

The Employer/Hospital shall make available to all employees covered by this Agreement the following dental insurance options:

Benefit Description	Basic Plan	Enhanced Plan
Dependents covered to the end of the month they reach age 26 regardless of student status	In-Network / Out of Network **	In-Network / Out of Network **
Calendar Year Deductible	\$50 per individual	\$50 per individual
Plan Maximum	\$100 per family \$1,000 per person, per calendar year	\$100 per family \$2,000 per person, per calendar year
Class 1 Preventative Services		
Oral Examinations & Cleanings (2 per year)	100% PPO Allowance	100% PPO Allowance
Palliative (Emergency) Treatment	100% PPO Allowance	100% PPO Allowance
Bitewing X-Rays (up to 4, twice a year)	100% PPO Allowance	100% PPO Allowance
Panoramic X-Rays	100% PPO Allowance	100% PPO Allowance
<ul style="list-style-type: none"> • Topical application of fluoride • Limited to children less than 19 years old 	100% PPO Allowance Preventative Services are NOT subject to calendar year deductible	100% PPO Allowance Preventative Services are NOT subject to calendar year deductible

Class 2 Basic Restorative Services		
Fillings	50% PPO Allowance	70% PPO Allowance
Simple Extractions	50% PPO Allowance	70% PPO Allowance
Root Canal Therapy	50% PPO Allowance	70% PPO Allowance
Oral Surgery	50% PPO Allowance	70% PPO Allowance
Periodontal Scaling and Root Planning	50% PPO Allowance	70% PPO Allowance
Adjustments – Complete Denture	50% PPO Allowance	70% PPO Allowance
Anesthesia	50% PPO Allowance All Basic Restorative Services are subject to calendar year deductible	70% PPO Allowance All Basic Restorative Services are subject to calendar year deductible
Class 3 Major Restorative Services (Subject to 12 month waiting period*)		
Crowns	Not Covered	50% PPO Allowance
Fixed Bridgework	Not Covered	50% PPO Allowance
Repairs to Bridgework	Not Covered	50% PPO Allowance
Dentures, Repairs to Dentures	Not Covered All Major Restorative Services are subject to calendar year deductible	50% PPO Allowance All Major Restorative Services are subject to calendar year deductible
Class 4 Orthodontic		
Orthodontia Care (limited to dependent children up to 19 years old and limited to a lifetime of \$2,000)	Not Covered	50% PO Allowance No deductible
Pre-Determination of benefits is proposed for major/extensive treatment. A pre-determination of benefits does not guarantee benefit payment.		
<ul style="list-style-type: none"> Based Upon “Reasonable and Customary” Charges. 		

The program consists of a dental Preferred Provider Organization (PPO) in which participants will be charged less for service provided by a participating dentist in the PPO network. Employees may elect to utilize non-participating dentists at their own expense.

2. All employees will be eligible to participate in a voluntary vision program according to the terms and conditions offered by the Employer/Hospital. Employees are responsible for one hundred percent (100%) of the premium associated with this voluntary plan. Premiums will be deducted on the basis of twenty-six (26) pay periods based on the benefit level and the number and type of dependents for which coverage is elected.
3. An employee may initially select coverage based on the benefit level and number and type of dependents for which dental plan and/or vision plan coverage within thirty-one (31) days of the date of employment. Changes in coverage may be made during open enrollment each year, or within thirty (30) days of a life qualifying event, where the change made is consistent with the event (e.g., adding a dependent as a result of getting married).
4. Employees grandfathered into the SEIU Dental and Vision Plan, refer to Letter of Agreement 1.

ARTICLE 26
1199/LEAGUE TRAINING AND UPGRADING FUND

1. The Hospital will contribute to the Training Fund at the increased rate of three-quarters of one percent (0.75%) of the gross Bargaining Unit payroll for the Professional and Technical (Nurses), the Service and Maintenance, and Technician bargaining units for all full-time and part-time post probationary bargaining unit employees for each hour worked.
2. The Training Fund shall provide in writing to the Hospital a report detailing the programs being utilized, the date the funds were paid, and the cost of such benefits. The report shall be sent to the Hospital's Human Resources Department on a quarterly basis, by January 31st, April 30th, July 31st and October 31st of each year.

ARTICLE 27
SAFETY

1. The Hospital shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. Protective devices and equipment reasonably necessary to protect employees from injury shall be provided by the Hospital in accordance with prevailing practices. Employees will make continuous use of such devices and equipment furnished for their protection.
2. The Union may appoint three (3) employees (one from each bargaining unit) to the existing Hospital Safety Committee, which meets on a regular basis. The employee(s) shall serve at least a one (1) year term, shall be released from work to attend meetings (if scheduled to work at the designated meeting time), and shall not suffer any loss of pay by participating in these Safety Meetings.

**ARTICLE 28
ASSOCIATE HEALTH**

1. All employees are required to have an annual health and PPD assessment. Fit testing will be completed at this time to applicable staff as dictated by the NYS Department of Health.
2. Employees have the privilege of buying necessary over the counter medications for themselves and members of their immediate family from the Hospital Pharmacy during the hours of operation. This service is limited to items stocked in Pharmacy. All sales to employees are made for cash or check. No credit is extended.

**ARTICLE 29
BULLETIN BOARDS**

The Hospital shall provide one locked, three-partitioned, bulletin board for all Bargaining Units for the exclusive use of the Union for the posting of appropriate non-controversial Union notices, such as notices of Union recreational and social affairs, notices of meetings and official Union business. The Union will provide a copy of all notices to the Human Resources Department.

**ARTICLE 30
JOB DESCRIPTIONS**

1. All bargaining unit job descriptions, which are currently in place, shall remain in effect.
2. It is understood that there may be duties currently in practice, which may not be delineated in the actual job description.
3. If the Hospital proposes a change in any job description, the Hospital will provide the Union with the proposed change in writing at least three (3) weeks prior to the proposed implementation, and give the Union an opportunity to discuss it.
4. In the event a new job title is created within a bargaining unit covered by the Coordinated Agreement or the duties in an existing job description are substantially changed, the Hospital will provide the Union with a new job description and the proposed wage scale in writing at least three (3) weeks prior to the proposed implementation. The Hospital will meet with the Union, upon the Union's request, to discuss the new or substantially changed job title and its wage scale.
5. The Hospital shall provide the Union with copies of all bargaining unit job descriptions upon request, limited to one (1) time per calendar year.
6. A bargaining unit employee may review their job description in their Department upon request.

**ARTICLE 31
CORRECTIVE ACTION**

1. The Hospital commits to a policy of progressive corrective action that includes the following: (a) verbal warning, (b) written warning, (c) final written warning, and (d) termination. No corrective action will be administered without just cause.

2. It is understood that nothing in the Article shall prohibit the Hospital from advancing or repeating a level of corrective action in proportion to the seriousness of the offense.
3. Documentation of corrective action becomes part of the employee's personnel record. Documentation of corrective action measures shall remain active for the purposes of progressive corrective action in the employee's personnel record, for the following timeframes, after which time such corrective action shall expire:
 - A. **Verbal Warning** – Twelve (12) months from the date corrective action was administered.
 - B. **Written Warning** – Twelve (12) months from the date the corrective action was administered.
 - C. **Final Written Warning** – Twelve (12) months from the date the corrective action was administered.
4. In cases where serious misconduct is alleged and an investigation is warranted, the employee will be placed on a paid administrative leave until the investigation has been completed. If, as a result of the investigation, the Employer alleges that serious misconduct has occurred, the Employer will have the option to impose up to a five (5) day suspension (scheduled days) without pay as an alternative to termination.
5. If there are no additional infractions within six (6) months for verbal warnings, twelve (12) months for written warnings, final written warnings and suspensions from the last imposition of corrective action, future corrective action measures for such infractions shall commence at the beginning of the corrective action process subject to Section 2 above.

Absenteeism: The above will apply for all corrective action except those involving attendance and tardiness in which case the time limits of the policy will govern the removal of corrective action from the file.
6. An employee with an active written warning in their personnel record who has had no further corrective action within six (6) months of receipt of the written warning will be considered to be an eligible bidder on a new position. An employee with an active final written warning or suspension in their personnel record who has had no further corrective action within twelve (12) months of receipt of the final written warning or suspension, will be considered to be an eligible bidder on a new position.
7. **Corrective Action Other Than Absenteeism:** An employee will not receive corrective action for act(s) which occurred more than forty-five (45) calendar days prior to the issuance of corrective action unless the Hospital was without knowledge of the act, in which case the forty-five (45) calendar days will be measured from the date the Hospital should reasonably have known of the act.
8. All corrective action for absenteeism must be issued within seventy-five (75) days of the occurrence that led to the corrective action. It is understood that any additional occurrences prior

to the date of the corrective action being administered will not cause additional corrective action and will be included in the level issued for the original occurrence.

9. It is agreed to and understood by the parties that employees must be notified of a disciplinary action in writing within forty-five (45) calendar days of its occurrence or its discovery (even if the employee is on a leave of absence). If the Employer does not notify the employee within the forty-five (45) calendar day time frame, the employee will not be disciplined.

ARTICLE 32 PERSONNEL RECORDS

1. An Employee shall, on their request, be permitted to examine all materials in their personnel record, other than pre-employment material or other material that is confidential or privileged under law.
2. An Employee wishing to review their personnel record must arrange an appointment with a representative of the Human Resource Department at a mutually convenient time. The Human Resource Department representative will not relinquish control of the Employee's records at any time. Any such review shall be permitted at reasonable intervals not to exceed three (3) times in a calendar year.
3. No disciplinary materials shall be placed in an Employee's record unless the Employee has an opportunity to sign it. An Employee has the right to request a copy and/or attach a written statement of any disagreement with a disciplinary record in their personnel record.

ARTICLE 33 DISCRIMINATION

Neither the Hospital nor the Union shall discriminate under Federal or New York State laws or regulations against nor in favor of any applicant for employment or employee on account of such applicant's or employee's age, race, color, sex, creed, national origin, marital status, disability, citizenship, sexual orientation, gender identity, genetic characteristics, domestic violence status, religion or military status, activity or lack of activity on behalf of the Union or any other characteristic protected by law.

ARTICLE 34 PARKING

The Hospital agrees to provide free parking for employees.

ARTICLE 35 PROFESSIONAL GENERAL LIABILITY INSURANCE

The Hospital agrees that any bargaining unit employee who wishes to review the Hospital's Professional General Liability Insurance policy will be allowed to do so by making an appointment with Administration. No copies, however, will be provided.

**ARTICLE 36
MEAL TICKET**

A meal ticket with a five-dollar (\$5.00) limit will be provided to employees who work fifteen (15) or more consecutive hours.

**ARTICLE 37
IRS MILEAGE REIMBURSEMENT RATE**

Regular full-time and part-time employees who are required to use their vehicles for Hospital business shall be reimbursed using the Standard IRS Mileage Reimbursement Rate.

**ARTICLE 38
COMPLETE AGREEMENT**

1. The parties acknowledge that this Agreement together with the Bargaining Unit Agreements constitutes the entire understanding of the parties as a result of negotiations conducted between them relating to all conditions of employment at the Hospital.
2. This Agreement and the Bargaining Unit Agreements or any provision hereof, may not be modified or amended orally. The conduct, practice or course of action of any party hereto, which may be claimed to constitute a modification, waiver or amendment, shall not be construed as such, and wherever the same may be inconsistent with any provisions hereof, the language of the Agreement shall control.
3. In the event that Mount St. Mary's Hospital is sold, merged, or acquired, the new entity will recognize the Union as the sole representative of the employees now covered by this contract. All terms, conditions and provisions of this Agreement and Bargaining Unit Agreements shall bind, apply and inure to the benefit of the parties hereto, their heirs, successors, transferees, lessees and assigns.
4. It is understood that all other items that are not specifically signed off on as tentative agreements have been withdrawn.

**ARTICLE 39
CO-TERMINUS BARGAINING UNIT AGREEMENT**

It is agreed that the individual Bargaining Unit Agreements for the Professional & Technical (Nurse), Service & Maintenance and Technician bargaining units expire on the same date as the Coordinated Agreement.

**ARTICLE 40
SEPARABILITY – EFFECTS OF LEGISLATION**

It is understood and agreed to that all agreements herein are subject to all applicable laws now or hereinafter in effect and to the lawful regulations, rulings and orders of regulatory commission or agencies having jurisdiction. If any individual provision(s) of this Agreement is in contravention of the laws or

regulations of the United States or the State of New York, such provision shall be superseded by the appropriate provision of such law or regulation so long as same is in force and effect. However, all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 41
JURY DUTY

1. As soon as an employee receives a summons, they are to report to their Department Head or designee.
2. Full time and part time employees who have completed their probationary period and who serve as a juror will be reimbursed for the difference between the amount they receive for such jury service and the amount of pay for all regular straight time hours lost from work due to the performance of such jury duty for a period not to exceed 225 work hours in any twelve (12) month period.
3. All other employees who serve as jurors will be paid 100% of their salary for the first three (3) days of jury service for all regular straight time hours lost from work due to the performance of such jury duty.
4. To obtain reimbursement, the employee must present to the employee's Department Head or designee a statement from the court showing the dates and time of jury service and jury fee received. In no case will the complete amount paid to the employee exceed the employee's regular straight time pay.
5. **For Scheduling Purposes:**
 - A. If an employee on the day shift is called for jury service and is excused prior to noon on any day, they must report to work for the balance of such day (until 5:00 p.m.).
 - B. If an employee normally works the evening shift, they will be reassigned to the day shift (9:00 a.m. to 5:00 p.m.) while on jury duty. For example, an employee working Sunday evening as scheduled would report for jury duty Monday morning instead of working Monday evening. Should the employee be excused prior to noon on Monday, he or she would report for duty and work the remainder of the 9:00 a.m. to 5:00 p.m. day shift.
 - C. If an employee normally works the night shift, they will be reassigned to the day shift while on jury duty. For example, an employee who is scheduled for jury duty on Monday morning would not be required to work the preceding shift (Sunday). The employee would report for jury duty Monday morning instead of working Sunday night. If the employee is subsequently relieved from jury duty, the employee must report for work on the night shift on Monday and/or subsequent days, if scheduled.
 - D. In the preceding three paragraphs, the employee may opt to use PTO or request their work shift be rescheduled to make their paycheck whole.

ARTICLE 42
HOSPITAL DISCOUNTS

1. The Employer/Hospital Discount Program will apply to all full-time employees, part-time employees, weekend employees, retirees, laid off employees, and their spouses and eligible dependents utilizing Catholic Health facilities that meet the following criteria:
 - A. eligible dependents as defined above must be covered by medical insurance through the Employer/Hospital or any other sources and considered eligible participants under the employee's medical insurance plan; or
 - B. eligible dependents as defined above, not covered by medical insurance must qualify as dependents for federal income tax purposes.
2. Discounts apply to employees and their eligible dependents, as defined in Section 1. above, as follows:
 - A. inpatient deductible will be one-hundred percent (100%) to a maximum of two hundred and fifty dollars (\$250.00) per occurrence;
 - B. hospital billed coverage (including outpatient procedures) will have co-payments of up to fifteen dollars (\$15.00) waived, and a fifty percent (50%) discount on the balance of the co-payment in excess of fifteen dollars (\$15.00) will be applied;
 - C. outpatient services (non-covered) will have a discount of fifty percent (50%). Emergency Room visits will have fifty percent (50%) of ER co-pay waived, up to a discounted maximum of twenty – five dollars (\$25); and
 - D. private room discount (if available) will be one hundred percent (100%) for employees or spouse and a fifty percent (50%) discount for dependents.
3. Discounts apply to authorized services only. Discounts do not apply to charges in excess of plan limits, cosmetic surgery, orthodontia or dentures, experimental techniques, medical devices and durable medical equipment.
4. The discounts referenced in this Article are applicable at any Catholic Health hospital and outpatient facility associated with Catholic Health.
5. Discounts and waivers will not be applied to co-payments, deductibles or other patient payment portions of a Medicare, Medicaid or any other federally funded beneficiaries.
6. Federal regulations prohibit transactions that could be construed as inducing a referral, or which could result in increased cost to the government under its programs. Therefore, Hospital employees are prohibited from accepting professional fee waivers and discounts from physicians or other healthcare providers that are in excess of any waiver or discount offered to the general public.

7. To receive the benefits outlined under this Article, eligible employees must complete the "Hospital Discount Form for Approved Unreimbursed Medical Expenses" and submit to the Catholic Health Revenue Management Center (RMC).
8. To receive the above discounts, employees must complete the Catholic Health Facility Discount Form HRF 39 and fax it to (716) 961-2108 within one (1) year following the date of service.

ARTICLE 43
ATTENDANCE AND TARDINESS

1. Employees are expected and required to be in regular attendance and be prepared to commence work activities at designated work locations, on days of work and assigned hours. Employees are also expected to remain at work for the entire period excluding rest and meal periods. Late arrival, early departure and other personal absences are disruptive and should be avoided whenever possible. The reason for each absence, tardy, or early departure does not excuse the occurrence. This is a no-fault policy since the supervisor/manager treats all occurrences the same without determining the significance of each occurrence.
2. The policy of the Hospital is to make a fair and reasonable allowance for employees' absences, recognizing that a reasonable number of absences for both bona fide sickness and emergency situations is often beyond the control of the employee. Conversely, the Hospital and its patients are entitled to a reasonable degree of regularity in the attention of our employees to their responsibilities.
3. In the event an employee cannot report to work as scheduled, the employee must personally notify their supervisor as early as possible. Employees are expected to notify their supervisor/manager, or designee, of their inability to report to work according to the following:
 - As soon as the anticipated absence is known but no later than two (2) hours prior to the starting time of the scheduled shift.
 - If such notification is not possible due to the circumstances causing the absence, notification should be made when reasonably possible.
 - If such notice is not possible due to the scheduled opening time of the department, the employee shall notify the department as soon as the department is open. Notice should be given as early as possible, unless a departmental notification procedure exists.
 - The exceptions to the above shall be the inability of the employee to make the telephone call.
4. The Hospital has established and/or recognizes a number of programs to provide for both regularly scheduled time off from work, and for certain other types of absences which may reasonably be expected to occur. The absences related to the programs below are not applicable

under this policy, provided the absence meets the requirement for proper notification, prior approval, documentation and/or eligibility as set forth in this policy or in the applicable programs noted. These programs are:

- A. Scheduled Paid Time Off (PTO)
- B. Approved absence pursuant to applicable Hospital or Collective Bargaining Agreements.
- C. Absence associated with an approved Workers' Compensation Claim.
- D. Excused absence with pay for bereavement, jury duty, and military service
- E. Emergency conditions, as determined by the Organization, caused by natural disasters (e.g., snowstorm, flood, etc.)
- F. Absences covered by the Family & Medical Leave Act
- G. Absences covered by New York State (NYS) Disability
- H. Absences covered by New York State Paid Family Leave (PFL)
- I. Absences covered by New York State Paid Sick Leave (PSL)
- J. Absences covered by COVID-19 Caregiver isolation guidelines.
- K. Employee is confined as an inpatient in a hospital
- L. Outpatient surgery under anesthesia in a hospital surgical suite, physician's or dentist office; and
- M. Infection control excused absence, documented by a physician (e.g., pink eye). Refer to Infectious Conditions List, Form 118. Employees not wishing to disclose their specific diagnosis may contact HealthWorks.

Note: With respect to excessive and/or patterns of absence, or when an employee's overall lost time is sufficient enough to present a question about the employee's continued fitness for employment, corrective action shall be taken.

Such corrective action shall only be taken after department manager and supervisory personnel consult with a Human Resources representative. Departmental management shall impress upon the employee the unfair burden that is placed on the organization and the employee's co-workers when an employee is involved in periodic extended absences. Failure to improve their attendance will result in disciplinary action even if the absences are largely or entirely the result of illness or injury.

DEFINITION OF TERMS:

1. **Absence:** Failure to report to work as scheduled;
 - working less than one-half of the scheduled work shift;
 - failing to notify a supervisor regarding an inability to work as indicated in paragraph 3 above; or
 - failing to report to work when called in while on-call.

2. **Partial Absence:** Late arrival to work or early departure, if not specifically approved by the Unit/Department Head, constitutes an unexcused partial absence.
 - A. Partial absence of 1-30 minutes - three (3) such occasions are considered equivalent to one (1) unapproved absence for disciplinary purposes.
 - B. Partial absence greater than 30 minutes - two (2) such occasions are considered equivalent to one (1) unapproved absence for disciplinary purposes.

3. **Absent from work without notifying supervisor (NO CALL/NO SHOW)** – Failing to personally notify the supervisor regarding an inability to report for work as scheduled. Notice should be given as indicated in paragraph #3 above. Courtesy contact by the employer out of concern for the employee’s wellbeing does not negate the qualifying action of no call/no show.

4. **Consecutive Days of Absence:** An absence of two (2) or less consecutively scheduled workdays equals one (1) absence occurrence. Absence of three (3) or more consecutively scheduled workdays equals three (3) occurrences.

An absence the day before, the day after, or on a holiday, will add one (1) absence occurrence to the language in the paragraph above.

For absences that exceed three scheduled work days, employees are required to apply and be approved for leave dependent upon the circumstances of their absence which may include FMLA, NYS Disability, NYS Workers’ Compensation, Military Leave, Educational Leave, or Personal Leave of Absence. If an employee is found to be ineligible for leave or leave is subsequently not approved, the employee may be terminated for absence without leave equivalent to one (1) unapproved absence for disciplinary purposes.

A. Attendance – Counseling

1. Attendance and punctuality patterns are established early and tend to persist; therefore, new employees should be oriented concerning their responsibility for regular and timely attendance.
2. Supervisors are encouraged to promptly handle all absenteeism and tardiness problems at their earliest stages. It is suggested that, regarding absenteeism and tardiness, a counseling session be initiated. Counseling is not a part of the formal corrective action process. Counseling sessions should be informative in nature and used for the following purposes:

- a. To bring to the employee's attention that a potential problem exists regarding their attendance or punctuality record;
 - b. To demonstrate an active interest in the employee's health and wellbeing by listening to any problems adversely affecting attendance or punctuality;
 - c. To let the employee know what is expected of them in the future with respect to attendance and punctual attendance.
 - d. To support any future corrective action, if necessary.
3. Management and supervisory personnel have discretion and latitude in deciding when a counseling session is necessary.
- B. **Absenteeism:** The following progressive counseling will occur for instances of absenteeism in any twelve month rolling period:
- 1. For the first five (5) occurrences, no action
 - 2. Sixth (6th) occurrence- First Warning-Verbal Written Warning
 - 3. Seventh (7th) occurrence- Second Warning-Written Warning
 - 4. Eighth (8th) occurrence - Third (final) Warning-Final Written Warning
 - 5. Ninth (9th) occurrence – Termination. Prior to termination, a Managerial/Human Resources review must take place and will include:
 - a. Attendance record for the prior calendar years
 - b. Other outstanding corrective actions
 - c. Overall performance
 - d. Extenuating circumstances and ability to make accommodations for such circumstances.

Should Managerial Administrative Review result in continued employment, further incidents of absence within the next ninety (90) calendar days will result in automatic termination (with no further warning). Administrative leave may occur during the Managerial/Human Resources review to consider termination.

- 6. An employee's use of PTO/Extended Sick Leave, including the submission of a doctor's note, for any absences shall not be construed to mean an employee's absence has been excused from the provisions of this policy. This is a no-fault policy. The supervisor/manager treats all occurrences the same without determining the significance of each occurrence. With the exception of the programs noted in 4 A-M above, a doctor's note does not waive or signify a difference from any other absence without a note.

7. An employee in their probationary period shall be excluded from the progressive discipline procedure. In instances where the attendance of such an employee is unsatisfactory, appropriate action up to, and including termination, may be taken.
8. An employee absent from work without notifying their supervisor (NO CALL/ NO SHOW), and without an explanation satisfactory to the organization, will be given a Final Written Warning. A second incident of NO CALL/NO SHOW without an explanation satisfactory to the organization, within a twelve (12) month period will result in immediate termination.
9. If an employee is absent from work without notifying their supervisor for two (2) consecutive scheduled work shifts without an explanation satisfactory to the organization, the employee will be considered to have voluntarily abandoned their job and will be automatically terminated.

**ARTICLE 44
MILITARY LEAVE**

1. Employees who have been drafted into or voluntarily entered the Armed Forces of the United States shall be granted a leave of absence for the term of their active duty service (including training) and in accordance with the federal USERRA regulations. The Hospital agrees that such employee will be entitled to return to their former position or one of like classification, if work is available and their physical condition permits them to qualify for work and if they apply for reinstatement within ninety (90) days of honorable discharge from the Armed Forces. Employees must apply for military leave and provide copies of applicable orders through the Hospital's TPA and the IDM department.
2. Employees will be eligible for the difference in pay between their active duty gross pay and the employee's regular pay for up to one (1) year in a rolling year. Proof of military pay should be provided to the department manager or designee and payroll department to receive payment. After one (1) year, employees may use PTO to supplement their military leave.
3. If an employee desires additional leave for an adjustment period following completion of service, a request must be made for leave in accordance with the personal leave process noted above. Adjustment periods will be granted as follows in accordance with USERRA:

31-180 days of service = fourteen (14) day allowance

181 + days of service = up to ninety (90) day allowance

Military Reserve:

A. **Annual Active Duty Training:**

1. Employees who have completed their probationary period and who are ordered to participate in annual active duty training with the National Guard or Reserve shall be paid the difference between their regular or straight time hours lost from work and the pay they receive while on military training up to a maximum of seventy-five (75) hours in any one (1) calendar year.

2. When a scheduled weekend of work falls during this annual active duty training, the employee will not be required to make up those scheduled days.

B. Weekend Reserve or Inactive Duty Training:

1. Employees who are members of the National Guard or Reserve are required to provide their annual weekend schedule of military commitments to their Department Head or designee. Information provided will further include: unit name, address and phone number; Commander's name and rank; and the name of a point of contact within their unit. The Hospital retains the right to verify the schedule with the Commander of the unit.
2. If the annual weekend schedule of military commitments is revised at any time during the calendar or training year, the employee must provide a written copy of the revised schedule to their Department Head or designee.

**ARTICLE 45
NEW YORK STATE PAID FAMILY LEAVE (NYS PFL)**

NYS PFL leave of up to twelve (12) weeks during any twelve (12) month rolling backward period related to a family medical necessity for employees covered by this Agreement, will be granted under the provisions of the NYS Paid Family Leave Law, and its amendments, with the following clarifications:

- A. For purposes of calculating the eligibility to take NYS PFL, the Hospital uses the method outlined by NYS.
- B. FMLA and NYS PFL leave will run concurrently with each other when circumstances and eligibility for both leaves are met.
- C. NYS PFL is a paid benefit as afforded by NYS. Benefit payments will be made directly to the employee by the Hospital's carrier and TPA.
- D. Available PTO will be paid simultaneous to a NYS PFL leave of absence, if requested by the employee to their department manager or designee. Only the unpaid portion of the NYS PFL benefit may be applied and not to exceed the employee's regular budgeted hours.
- E. When multiple employees are requesting leave for the same family member, the Hospital reserves the right to require the employees to take leave at alternate intervals if it is determined that their combined absence would be detrimental to the business operation and/or patient care.
- F. Opt Out
In limited circumstances, NYS allows an employee to waive NYS PFL and only if they do not meet the eligibility criteria as outlined in the regulation.

To waive NYS PFL, employees must complete a NYS PFL Opt Out form with the IDM department.

1. IDM will review to determine if criteria for opt out is met, and will send notification to payroll, and the carrier. Employees who are not eligible to opt out will be notified by IDM.
2. Those employees who are approved to opt out will not be eligible for NYS PFL or the weekly payroll deduction.
3. If an employee does become eligible at any time after opting out, IDM will send written notification to the employee, payroll, and the vendor/carrier. The mandatory weekly payroll deduction will be implemented, and any retroactive deduction will be collected for the retroactive period up to and equal to the date from which the waiver was signed.
4. An employee may revoke their waiver at any time by providing written notice to the IDM Department, and any retroactive deductions will be implemented.

ARTICLE 46
NEW YORK STATE PAID SICK LEAVE (NYS PSL)

- Section 1. Employees may use their PTO for up to fifty-six (56) hours per calendar year, for the following reasons impacting the employee or a covered member of their family for whom they are providing care or assistance with care:
- a. A mental or physical illness, injury or health condition of an employee or an employee's family member, regardless of whether such illness, injury or health condition has been diagnosed or requires medical care.
 - b. The diagnosis, care or treatment of, a mental or physical illness, injury or health condition of, or need for medical diagnosis of, or preventive care for an employee or an employee's family member; or
 - c. An absence from work due to reasons when the employee or employee's family member has been the victim of domestic violence, a family offense, sexual offense, stalking or human trafficking (Safe Care).
- Section 2. During their probationary period, newly hired employees shall only be permitted to use PTO for the reasons set forth in the New York State Paid Sick Leave Law.
- Section 3. Per diem employees, weekend only employees and part-time non-benefitted employees shall accrue PSL at the rate of .0333 per hour worked to be used for the reasons set forth in the New York State Paid Sick Leave Law.
- Section 4. Requests and Use of New York Paid Sick Leave:

- a. Employees must make a request, either verbally or in writing, to their Department Manager or person-in-charge.
- b. Employees must specify their request to use New York Paid Sick Leave at the time of the request, not after.
- c. Adequate notice must be provided, and employees need to follow the usual call off procedures contained within this collective bargaining agreement.
- d. Employees must notify and schedule in advance with their department, all known need for New York Paid Sick Leave time (medical appointments, medical procedures, etc.).
- e. Confidential information regarding the request will not be required; however, employees must provide enough information to determine that the request is qualifying under NYS PSL reasons.
- f. Employees may use NYS PSL in whole or partial shift increments, but not for less than four (4) hours. Employees may not use NYS PSL if they have less than four (4) hours accrued.

Section 5. Interaction with Other Leaves:

- a. Employees may not use NYS PSL time in combination with NYS Paid Family Leave (PFL).
- b. Employees may use NYS PSL time to supplement unpaid time for approved FMLA days if not also concurrent with NYS PFL.
- c. Employees may not use NYS PSL time in combination with other leaves or paid time off such as bereavement, Low Census or NYS COVID-19 Quarantine pay.

Section 6. Should the New York State Paid Sick Leave law be changed or additional guidance be provided by New York State, the parties agree to negotiate related to the sections above.

**ARTICLE 47
RECRUITMENT AND RETENTION INITIATIVES**

A. The Parties hereby agree that the Employer will offer an Early Sign On/Retention Bonus to Graduate Nurses as follows:

Graduate Nurse CH				
	M/S, Maternity, and Perioperative Days	M/S and Maternity Nights	CC/ED Days	CC/ED Nights
Sign on Bonus	\$1,000	\$1,000	\$1,000	\$1,000
Completion of orientation	\$1,250	\$1,500	\$1,500	\$1,500
12 month anniversary	\$4,500	\$4,750	\$4,750	\$5,000
18 month anniversary	\$750	\$750	\$750	\$1,000
24 month anniversary	\$4,500	\$5,000	\$5,000	\$5,000
Total of Payments	\$12,000	\$13,000	\$13,000	\$13,500

1. For eligible part-time employees, payments will be pro-rated based upon actual FTE at the time of payment.
2. The Sign On Bonus will be paid the first full pay period following the eligible employee's start date and the Orientation Bonus will be paid the first full pay period following the eligible employee's completion of orientation.
3. The aforementioned Retention bonuses (12 months, 18 months, and 24 months) will be paid to eligible employees the first full pay period after achieving each anniversary. Employees must be actively employed in one of the above positions on the date the bonus is to be paid in order to receive the bonus. Bonus payments will not be prorated based on service in the eligible role and the eligible department.
4. In order to be eligible for each installment of the retention bonus, employees must be in good standing at the time of payment. Any employee issued a Written Warning or higher during the retention bonus time period will not be considered in good standing for the period that the corrective action is active. If an employee is ineligible for any installment due to corrective action, they will be eligible for the next applicable installment once the corrective action is no longer active.
5. If an employee is out of work on any type of Hospital approved leave for a period in excess of thirty (30) calendar days, payment of the above retention bonuses will be prorated based upon actual active time worked at the time payment is due.

6. In addition to the above bonuses, the Employer will cover/provide the Nyclex review course for Graduate Nurses and will pay for a one year membership to WNYNA.

B. The Employer will offer an Early Sign On/Retention Bonus to External Experienced Registered Nurses (RNs) as follows:

Experienced RN External		
	Days	Nights
Sign on Bonus	\$500	\$500
Completion of orientation	\$3,500	\$4,500
1 year anniversary	\$8,500	\$10,000
18 month anniversary	\$2,500	\$4,000
2 year anniversary	\$5,000	\$6,000
Total of Payments	\$20,000	\$25,000

1. For eligible part-time employees, payments will be pro-rated based upon actual FTE at the time of payment.
2. The Sign On Bonus will be paid the first full pay period following the eligible employee's start date and the Orientation Bonus will be paid the first full pay period following the eligible employee's completion of orientation.
3. The aforementioned Retention bonuses (1 year, 18 months, and 2 years) will be paid to eligible employees the first full pay period after achieving each anniversary. Employees must be actively employed in one of the above positions on the date the bonus is to be paid in order to receive the bonus. Bonus payments will not be prorated based on service in the eligible role and the eligible department.
4. In order to be eligible for each installment of the retention bonus, employees must be in good standing at the time of payment. Any employee issued a Final Written Warning or higher during the retention bonus time period will not be considered in good standing for the period that the corrective action is active. If an employee is ineligible for any installment due to corrective action, they will be eligible for the next applicable installment once the corrective action is no longer active.
5. If an employee is out of work on any type of Hospital approved leave for a period in excess of thirty (30) calendar days, payment of the above retention bonuses will be prorated based upon actual active time worked at the time payment is due.
6. The Employer retains sole discretion to add to the above recruitment bonuses (up to \$5,000 for any category within Nursing) for any special hiring events. The Employer also retains sole discretion to offer up to \$2,500 for any special hiring events for any other job category within the Hospital.

C. An enhanced RN Referral Bonus will be paid for Mount St. Mary's employees.

1. The bonus will be paid in two equal installments as follows:

Installment period	Amount
Following six (6) months of employment	\$2,500
Following one (1) year of employment	\$2,500

2. Any employee who successfully refers two (2) RNs in a two (2) year period, will receive an extra \$1,000 with the second installment payment.
3. The aforementioned bonuses will be paid to eligible employees the first full pay period after reaching each installment period.

The Employer reserves the right to stop offering the above initiatives to new participants with written notice to the Union if it determines that the initiatives are not having the desired recruitment and/or retention outcomes or if they are no longer needed. The Employer will continue to fulfill any prior bonus commitments made to employees.

**ARTICLE 48
AGENCY PERSONNEL**

Section 1. Agency personnel may be used when:

- a. All reasonable attempts to fill the position have failed, including overtime, any applicable bonus payment, use of per diem employees, and offering extra time to full and part-time employees;
- b. There is an open position for which the Employer has posted a vacancy and is actively recruiting.
- c. There is an extended leave of absence and all reasonable attempts to cover the leave as outlined in a. and b. above have been exhausted.
- d. The Employer must prepare for planned short term occurrences, including but not limited to, a surge plan (example – flu season).

Section 2. Agency personnel will not be assigned to precept new employees. The Employer may assign Agency personnel to take charge after all other employees have been given the option to take charge.

Section 3. On a quarterly basis, the Employer and the Union shall review the use of Agency personnel.

**ARTICLE 49
DRESS CODE**

- Section 1. The parties agree that the Catholic Health Dress and Appearance Policy will continue to apply to employees in the bargaining units.
- Section 2. The parties further agree that the following uniforms will be required:
- a. Registered nurses (excluding those employed in Clearview) will be required to wear navy blue scrubs.
 - b. Nursing Attendants/Immediate Treatment Assistants will be required to wear gray scrubs.
 - c. Respiratory Therapists, Imaging Technologists, and Cardiac Technicians will be required to wear black scrubs.
 - d. EVS Aides will be required to wear khaki scrubs.
 - e. Pharmacy Technicians will be required to wear maroon scrubs.
 - f. Diagnostic Imaging Attendants will be required to wear green scrubs.
- Section 4. Holiday coverups/jackets will be allowed for one (1) week preceding and one (1) week following holidays – Christmas, Thanksgiving, Halloween, Easter, 4th of July, Memorial Day, Labor Day.
- Section 5. Short or long sleeved shirts may be worn under scrub tops. These must be black, white, or the same color as the required scrubs.
- Section 6. In the event the Employer/Hospital wants to introduce and/or change uniforms in any other unit/department, representatives from management, the union, and employees from the affected unit(s)/department(s) will meet to review options.
- Section 7. Implementation of the above uniforms will take effect January 1, 2023. Implementation of any other recommendations agreed upon per Section 6 above, will take effect one (1) year from the date of the decision(s). In the event an employee is non-compliant with their uniform, a counseling will be given prior to following the progression in Article 31, Corrective Action.

**ARTICLE 50
PER DIEM EMPLOYEES**

- Section 1. A per diem employee is one who works on a day-to-day, as needed basis, without a guarantee of set hours per week.
- Section 2. Per diem employees will be required to attend mandatory in-service programs in accordance with Employer/Hospital policy and shall be paid for such time.
- Section 3. Per diem employees will have seniority as defined in Article #11 Seniority.
- Section 4. A per diem employee can bid on regular full-time, regular part-time and flexible positions through the job bidding/posting process.
- Section 5. A candidate for per diem status must have a minimum of qualification and/or licensure and one year of previous experience in the area they are hired.
- Section 6. Scheduling for per diems shall proceed as follows:
- a. Per diems shall communicate their availability, a minimum of four (4) shifts per monthly schedule, with the appropriate manager(s) two (2) weeks prior to the posting of the schedule to commit to their required shifts. A minimum of one (1) weekend shift and one (1) weekday shift per monthly schedule must be scheduled and worked in order to maintain per diem status, if needed.
 - i. "If needed" is defined as filling a vacant shift for patient care needs. However, it is agreed that where a per diem can be scheduled to allow a full-time or part-time employee to use PTO, every effort will be made to do so.
 - b. Per diem employees are responsible for contacting the manager or department for their scheduled shifts once the schedule is posted.
 - c. A per diem employee must provide availability that includes an evening, night, and two weekend shifts (for departments that have a weekend work requirement) per monthly schedule.
 - d. Per diem employees shall be required to work at least one (1) of the two (2) major holidays during the calendar year: New Year's Day or Christmas Day. This does not apply to departments that are not open on holidays. Assignments to work a major holiday will be determined by the previous year's holiday assignment and will be done on a rotating basis.
- Section 7. An employee who is accepted into a per diem position must work the shift length scheduled in that department for all of their commitment days.
- Section 8. Per diem employees are not entitled to paid time off benefits, other than as required by law. Employees who transfer to a per diem position shall not lose any paid time off prior to the transfer. The employee shall be paid all accrued, unused paid time off.

Section 9. A per diem employee who fails to meet the minimum monthly requirements as specified above, where opportunities have been offered, such employee shall receive a written notice of their failure to meet their commitment. Should a per diem employee again fail to meet their minimum monthly requirement within twelve (12) months of written notice, such per diem employee shall receive a written termination notice. Copies of written notice sent to per diem employees shall be furnished to the Union.

Section 10. Per diem employees may be required to share in the on-call responsibilities for their designated unit/department.

Section 11. Perioperative Services Department

a. A per diem employee shall communicate their availability a minimum of three (3) weeks prior to the schedule being posted. A minimum of two (2) shifts per month must be scheduled and worked in order to maintain per diem status. For purposes of this article, the term shifts shall mean regular shifts, assigned on-call, or a combination of both.

**ARTICLE 51
PRESCRIPTION COVERAGE**

Section 1. The Employer/Hospital shall make available to all employees covered by this Agreement, who are enrolled in a Catholic Health sponsored medical plan, a prescription drug plan. The Employer/Hospital plan has contracted with a managed pharmacy drug benefit program. The Employer/Hospital also has a retail and specialty drug program through the Catholic Health Pharmacy.

Section 2. The following prescription drug co-pays will apply to all Tier 1 medications and Tier 2 and Tier 3 medications at the CH Pharmacy and all network pharmacies:

Pharmacy Formulary Tier 1, Tier 2, and Tier 3 Medications			
	Tier 1	Tier 2	Tier 3
First Choice Comprehensive Plans	\$7	\$15	\$35
Hybrid High Deductible Plan (HDHP)	\$10	\$30	\$50

Section 3. Prescriptions for Tier 2 and Tier 3 medications designated by the Catholic Health Pharmacy program will have a preferred co-pay structure as listed below. For new prescriptions found on the CH designated prescription list, members will have the option of having the prescription immediately filled at a CH Pharmacy and receive the preferred co-pay or may have it filled at a network participating pharmacy, at the preferred co-pay for a period of ninety (90) days. The preferred copay program only applies to medications listed on the CH designated prescription list. Within that ninety (90) day period, the member will be contacted with the details on how to transfer their prescription to a CH pharmacy. If the member chooses not to have a designated specialty prescription filled at a CH Pharmacy and continues having the prescription filled after the initial ninety (90) day

period, the non-preferred co-pays will apply. The CH preferred copay program applies to prescription drugs listed on the CH Designated Specialty list.

Members who are currently having a prescription filled at a network participating pharmacy, that is a CH designated specialty medication, will have the opportunity to transfer the prescription to the CH pharmacy and receive the preferred co-pay. Members will have 90 days from the date of notification to transition their prescriptions to the CH pharmacy, if they so choose. Members will be contacted with the details on how to transfer their current prescription to a CH pharmacy. If the member chooses not to transfer their current prescription to the CH pharmacy, the non-preferred co-pays will apply.

CH Designated Specialty Drugs - Catholic Health Pharmacy Co-Pays			
	Tier 1	Tier 2	Tier 3
First Choice Comprehensive Plans	\$7	\$15	\$35
Hybrid High Deductible Plan (HDHP)	\$10	\$30	\$50

CH Designated Specialty Drugs - Non-Catholic Health Pharmacy Co-Pays			
	Tier 1	Tier 2	Tier 3
First Choice Comprehensive Plans	\$7	\$50	\$100
Hybrid High Deductible Plan (HDHP)	\$10	\$60	\$125

- Preferred insulins and certain preventive products are covered by the prescription drug plan at \$0 copay under the Affordable Care Act (ACA) with a written prescription from your health care provider. Some \$0 copay medications may be included on the CH Designated Specialty List. The copay for these listed medications will remain \$0 when dispensed at the CH Specialty Pharmacy. If the member chooses to have preventive drugs, such as insulin, dispensed at the retail pharmacy a copay will apply and may be a Tier 1, Tier 2 or Tier 3 non-preferred copay.
- CH will comply with all regulations and mandates that are applicable to the First Choice Health Plan.

Section 4. The Employer/Hospital will reimburse employees, the difference between the seven dollar (\$7.00) and ten dollar (\$10.00) co-pays referred to in Section 1 listed above and the first, second or third tier co-pay, to a maximum reimbursement of thirty dollars (\$30.00) per prescription when:

- a. there is a verification from a valid formulary or a licensed pharmacy that generic drugs are not available; or

- b. employees have their physician document that they cannot tolerate the generic alternative or the generic alternative is ineffective and only a second or third tier drug is appropriate.

Reimbursement forms must be submitted within ninety (90) days of purchase.

- Section 5. An employee will be provided prescription coverage at the same time the health plan becomes effective.
- Section 6. The Employer/Hospital shall contribute to the cost of the prescription coverage the same percentages as contributed under Article 24, Health Coverage.
- Section 7. The Employer/Hospital will continue to include Catholic Health First Choice Provider incentives to health plan members in all Catholic Health medical plan coverage options that include, but are not limited to, Catholic Health specialty pharmacy and 340B programs, outpatient infusion centers/clinics and case management programs to assist and support chronic illnesses.

**ARTICLE 52
STAFFING/CLINICAL STAFFING COMMITTEE**

- Section 1. The Employer/Hospital agrees to staff all nursing units/departments with RN/LPN/ancillary staff using patient ratios. The Union and the Employer agree that increasing current staffing levels to the agreed upon ratios will require time to implement. Therefore, the parties agree to the following implementation schedule:
 - a. 25% of staffing ratio by October 1, 2022.
 - b. 50% of staffing ratio by January 1, 2023.
 - c. 75% of staffing ratio by April 1, 2023; and
 - d. 100% of staffing ratio by July 1, 2023The Employer/Hospital will continue to aggressively recruit to fill the FTEs required to meet the staffing ratios as outlined in Section 9.
- Section 2. A Clinical Staffing Committee (CSC) will be formed for the purpose of implementing the ratios outlined in Sections 9-11 below as well as complying with the responsibilities outlined in New York State Legislation SO1168-A/S6346.
 - a. At least one-half (1/2) of the members of the committee shall be employees covered under the Collective Bargaining Agreement and up to one-half (1/2) of the members will be hospital administration.
 - b. The Union will select the employees and number it desires, as its representatives. The selected employees must represent a range of departments/units/job titles.
 - c. Where possible, participation in the CSC by employees will be on scheduled work time and such employees will be compensated at their current rate of pay,

including any applicable differentials. Where participation cannot be on scheduled work time, employees will be compensated for their time at the meeting. It is understood that the employees' departments/units shall not be short-staffed due to participation.

- d. If CSC meetings are scheduled on an employee's work time, the employee/CSC member will be fully relieved of all other work duties during meetings of the committee and shall not have work duties displaced to other times as a result of their committee responsibilities.
- e. Union designated Staffing Committee Director will receive up to four (4), eight (8) hour days per month of the Employer/Hospital's paid time for the purpose of coordinating the work of the CSC on behalf of the union for the first six (6) months the committee is functioning. Thereafter, the CSC will determine the amount of time needed based upon the workload of the committee. Employees will not be denied the excused absence time required for the purpose of performing work related to the CSC.
- f. The Committee's initial responsibilities will include but not be limited to:
 - Assessment of all existing staffing grids/plans and the staffing ratios.
 - A determination of the number of positions needed to meet the established ratios outlined in Section 9;
 - Development of ratios not currently defined in Section 9.
 - Implementation of the staffing ratios.
 - Resolve issues related to the implementation of ratios;
 - The development of a program to consistently cover lunches and breaks.
 - Development of initiatives to deal with AACN's Healthy Work Environment, Recruitment and Retention.
- g. In addition to the responsibilities listed in f.) above, the CSC will also be responsible for the following functions on an annual basis:
 - Development and oversight of implementation of an annual clinical staffing plan. The staffing plan will be based upon ratios as outlined in Section 9. The staffing plan shall include specific staffing for each patient care unit and work shift and shall be based on the needs of patients. Staffing plans shall include specific guidelines, ratios, matrices, or grids indicating how many patients will be assigned to each Registered Nurse and the number of nurses and ancillary staff to be present on each unit and shift and shall be used as the primary component of the hospital staffing budget.

- Factors to be considered and incorporated in the development/review of the plan shall include, but are not limited to:
 - i. Census, including total number of patients on the units and activity such as patient discharges, admissions and transfers.
 - ii. Total number of beds for each unit and department, Average Daily Census (ADC), position control sheets based upon the total number of beds on the unit/department, the total number of FTEs needed to staff each unit/department based upon the ratios as outlined in Section 9;
 - iii. The appropriate time frames for measuring the ADC (including the frequency) as determined by the CSC;
 - iv. measures of acuity and intensity of all patients and nature of the care to be delivered on each unit and shift.
 - v. skill mix;
 - vi. the availability, level of experience and specialty certification or training of nursing personnel providing patient care, including charge nurses on each unit and shift;
 - vii. the need for specialized or intensive equipment.
 - viii. the logistics and workflow of the patient care unit, including but not limited to, placement of patient rooms, treatment areas, nursing stations, medication preparation areas and equipment.
 - ix. mechanisms and procedures to provide for one-to-one patient observations, when needed, for patients on psychiatric or other units as appropriate.
 - x. other special characteristics of the unit or community patient population, including age, cultural and linguistic diversity and needs, functional ability, communications skills and other relevant or socio-economic factors.
 - xi. measures to increase worker and patient safety, which could include measures to improve patient through-put.
 - xii. staffing guidelines adopted or published by other states or local jurisdictions, national nursing professional associations, specialty nursing organizations and other health professional organizations.
 - xiii. Availability of other personnel supporting nursing services on the unit.
 - xiv. Waiver of plan requirements in the case of unforeseeable emergency circumstances as defined in subdivision fourteen of this section.

- xv. Coverage to enable all employees to take meal and rest breaks, planned time off and unplanned absences that are reasonably foreseeable as required by law or the terms of an applicable collective bargaining agreement, if any, between the hospital and representative of the nursing ancillary staff.
 - xvi. the nursing quality indicators required under New York State Legislation SO1168-A/S6346;
 - xvii. hospital finances and resources, and
 - xviii. provisions for limited short-term adjustments made by appropriate hospital personnel overseeing patient care operations to the staffing levels required by the plan, necessary to account for unexpected changes in circumstances that are to be of limited duration.
- Semiannual review of the staffing plan against patient needs and known evidence based staffing information, including the nursing sensitive quality collected by the hospital.
 - Review, assessment and response to complaints regarding potential violations of the adopted staffing plan, staffing variations, or other concerns regarding the implementation of the staffing plan within the purview of the committee.

Section 3: Effective upon ratification of this Agreement the Employer commits to the following:

- a. Extra time, overtime and staffing incentives will be utilized to entice employees to pick up additional time to bring the scheduled number of employees up to the ratio needed to meet the number of open beds or budgeted visits.
- b. Immediately begin recruiting employees to fill the current vacancies and to meet the schedule for hiring outlined in Section 1. above.
- c. the Employer will fill all vacant position in the units/departments covered by this Article. The Employer will also increase the core staffing on each unit/department to meet the agreed upon ratio for that unit/department.

Section 4: **Definitions:**

- a. "RN" shall mean a registered professional nurse licensed pursuant to article one hundred thirty-nine of the education law.
- b. "LPN" shall mean a licensed practical nurse pursuant to article one hundred and thirty-nine of the education law.
- c. "Nursing Care" shall mean that care which is within the definition of the practice of nursing pursuant to section six thousand, nine hundred and two of the education law, or otherwise encompassed with the recognized standards of

nursing practice, including assessment, nursing diagnosis, planning, intervention evaluation and patient advocacy.

- d. "Ancillary Staff" shall mean any employee who is not a nurse or other person licensed, certified, or registered under title eight of the education law whose principal responsibility it is to carry out patient care for one or more patients or provides direct assistance in the delivery of patient care (e.g.: ITA, CNA, NA).

Section 5. The Employer agrees to schedule to the staffing ratios outlined in Section 9. Only RN/LPN/AS staff providing direct patient care shall be included in the ratios. There shall be no averaging of the number of patients and the total number of RN/LPN/AS on the unit.

Section 6. Nurse administrators, nurse supervisors, nurse managers and charge nurses and other licensed nurses shall be included in the calculation of the licensed nurse-to-patient ratio only when the licensed nurses are engaged in providing direct patient care. When a nurse administrator, nurse supervisor, nurse manager, charge nurse or other licensed nurse engage in activities other than direct patient care, that nurse shall not be included in the ratios.

Section 7. Nothing in this Article shall prohibit RN/LPN/AS from assisting with the specific tasks within the scope of their practice for a patient assigned to another RN/LPN/AS. "Assist" means that RN/LPN/AS may provide patient care beyond their patient assignments if the tasks performed are specific and time limited.

Section 8. The Employer will use an acuity system to assess patient acuity levels, nursing care requirements and to improve patient acuity balancing across assignments.

Acuity Tool:

- a. A sub-committee of the CSC will be formed for the purpose of reviewing the Acuity Tools. A subject matter expert will provide a detailed presentation to the CSC. Union representatives will be included in this sub-committee.
- b. It is agreed to and understood by the parties that once an acuity tool is implemented, it will be utilized along with the ratios as outlined in Section 9 to provide adequate staffing and appropriate assignments throughout the hospital.
- c. The CSC will put the implementation of the acuity tool on the meeting agenda as a standing item and reports will be received monthly.

Section 9. **Staffing Ratios:**

Labor & Delivery

- Charge 1-Days (has assignment)
- Charge1-Nights (has assignment)
- Unit clerk-1 days
- Triage RN 1:1 mother presenting for initial obstetric triage

Labor

- 1:2 First and second stage uncomplicated and unmedicated or for cervical ripening and uncomplicated Pitocin.
- 1:1 During initial bolus of magnesium, second stage/pushing/ initiation of epidural, complications as needed
- 2:1 Birth-one for mother and one for newborn

Postpartum/Newborn

- 1:1 Recovery period following delivery
- 1:3-4 stable couplets
- 1:2 Same day postoperative c-section couplets or greater: 1 as required for unstable newborns or unstable mother

* In order to be able to safely care for a woman that presents with an OB emergency, two (2) nurses will be assigned to the Maternity unit at all times.

Emergency Department

- Charge Nurse 1 days/Charge Nurse 1 nights
- RN 1:4 or 1:1/1:2 if critical
- Triage RN- 1 days
- AS-2 per day and night shifts
- Unit clerk-1 per day and 1 per night shifts

Clearview

- RN—3 on days 3rd floor
- RN—3 on days 4th floor
- RN—2 on nights 3rd floor
- RN—3 on nights 4th floor
- Unit clerks 2 on 4th and 1 on 3rd-days

Endoscopy Unit

- Charge 1 RN
- RN pre-procedure 1:3
- RN procedure 2:1
- RN advanced procedure 3:1
- RN recovery 1:2
- Endoscopy techs 2

Interventional Radiology

- RN 1:1

Infusion

- RN per protocol

Stress Lab

- RN 1
- Echo Tech 1

Dialysis

RN 1:2

Pre surgical Testing-PAT

RN 1:1

Med/Surg Tele 5th Floor

Charge RN- 1 Days/1 RN Nights

RN 1:4 Days/Nights 1:5

AS 1:8 Days/Nights 1:8

Unit Clerk 1 Days

Med/Surg 6th Floor

Charge RN- 1 Days/1 RN Nights

RN 1:5 Days/Nights 1:5

AS 1:8 Days/Nights 1:8

Unit Clerk 1 Days

PACU

Charge 1 RN Days/ 1 RN Evening (covers Amb.)

RN 1:1 or 1:2

RN ped-1:1

Critical Care 1:1

Ancillary staff 1 /day (PACU/Amb.)

AMBULATORY

RN 1:4

RN 1:2 if no PAT interview/assessment completed

ICU

RN Charge 1 per Day and 1 per Night

RN 1:1 or 1:2 for both Days and Nights

AS 1 per Day and 1 per Night

If Dialysis required- RN 1:1

Operating Room

Charge nurse 1RN-(Core) –Days and Evening shift

RN 1:1

Surg. Tech. 1:1

Periop attend/anes.tech-1

RNFA 1:1

Respiratory Therapy

3 per Day and 2 per Night

An additional Respiratory Therapist will be scheduled when there are Pulmonary Function Testing scheduled.

Service & Maintenance

- 1 EVS Aide per unit on both Days/Evenings
- 2 EVS Operators per shift on both Days/Evenings

Section 10. The parties agree that if during the life of this agreement the patient population changes on any unit noted in Section 9 above, the CSC will evaluate and review any impact regarding the ratios above.

Section 11. In the event that the ratios for all job titles on a unit falls below the established ratio levels on a given shift, the Employer will re-establish the agreed upon number of nurses through methods including floating existing staff under current contractual provisions, overtime, per diems and traveler/agency nurses. If the recruiting method is not successful, the employee may complete a NYS Staffing Form.

Section 12. Union and the Employer believe that creating a healthy work environment (HWE), which enables healthcare workers to provide the highest standards of compassionate patient care is essential. It is also critical that employees be respected while they are at work. A healthy work environment leads to better staffing and retention, less moral distress and lower rates of workplace violence.

There are (6) standards that are fundamental to a healthy work environment:

1. **Skilled Communication:** Skilled communication can save lives. Promoting open and effective conversation among team members optimizes patient outcomes and encourages essential collaboration. It also helps newer employees get up to speed more quickly.
2. **True Collaboration:** A team that works together succeeds together. Collaboration among nurses and staff ensures more efficient, effective patient care and a more supportive environment where team members can develop in their practice. It's no surprise that 92% of survey respondents who work in units implementing the six HWE standards report high rates of collaboration among nurses.
3. **Effective Decision Making:** Improving patient care starts with empowering the people who care for those patients. When nurses/frontline workers have a seat at the table alongside other healthcare professionals and organization leaders, we have an opportunity to design protocols that benefit both team members and patients. Optimal outcomes and greater job satisfaction are more likely when nurses actively influence decisions that impact the quality of patient care.
4. **Appropriate Staffing:** Appropriate staffing is clearly linked to the health of the work environment. It affects everything in your unit, including nurse performance and retention, quality of care, patient outcomes and hospital costs. It's time for a new staffing model that meets the needs of patients, families and the nurses who care for them. These HWE critical elements and evidence-based resources can help the nurses in their journey to appropriate staffing, better patient outcomes, and a healthy work environment

5. **Meaningful Recognition:** A healthy work environment starts with recognizing team members for the value they bring to the organization. Although nursing is one of the most rewarding professions, it can also be among the most challenging. Having systems in place to recognize nurses in a way that is individualized, and meaningful can help provide a well-deserved honor and enhance a sense of value, leading to greater nurse fulfillment
6. **Authentic Leadership:** A good leader sets the tone for the unit. AACN’s research shows that healthy work environments are much more likely to have nurse leaders who fully embrace the six HWE standards, creating a culture of compassionate care for team members and patients. Authentic leadership also equips nurses with the skills and encouragement they need to grow their practice. The result is a more knowledgeable, cohesive unit that consistently elevates patient care.

Union and the Employer agree to the following steps to create and foster a HWE for employees:

- a. Hire a subject matter expert whose job it would be to implement and see to completion this project.
- b. Perform an assessment of current environments and culture utilizing the AACN HWE assessment tool.
- c. Review assessment results with team members.
- d. Provide education and professional development on HWE standards, utilizing AACN resources.

From the American Association of Critical-Care Nurses (2005). AACN standards for establishing and sustaining healthy work environments: A journey to excellence. Available at: aacn.org

ARTICLE 53 STAFFING INCENTIVES

Section 1. Any employee who picks up and works extra hours or shifts above their weekly budgeted hours, will be entitled to bonus payments as outlined in Section 2 below. In order to be eligible for bonus pay, the additional hours worked must be on an open shift posted by management or in collaboration with management. Bonus pay shall not be paid for the first thirty (30) minutes beyond the end of an employee’s regularly scheduled shift to complete work in progress that has been authorized by the employee’s supervisor. For per diem employees, “working above budgeted hours” shall be defined as working above their minimum monthly commitment.

Section 2. Bonus payments will be paid in addition to the employee’s regular rate (or overtime rate, if applicable) as follows:

- a. Ten dollars (\$10.00) per hour for Registered Nurses;

- b. Eight dollars (\$8.00) per hour for Technical employees, Licensed Practical Nurses and Surgical Technicians; and
- c. Six dollars (\$6.00) per hour for Service and Maintenance employees.

Section 3. Bonus payments will be paid to any employee, including a full-time employee, who is receiving overtime pay for the time worked.

Section 4. Any call off during the pay period in which an extra shift is worked will result in forfeiture of bonus payment for that pay period. The attendance policy will apply to call offs of shifts previously committed to.

Section 5. Employees are eligible to sign up for extra shifts and receive bonus pay under this Article, in any department/unit where they are qualified to work, with the understanding that employees working in the department/unit requiring staffing assistance get first priority to the available hours, and therefore, the bonus pay.

**ARTICLE 54
WEEKEND EMPLOYEES**

Section 1. Employees hired to work in this capacity shall be paid in accordance with P&T Article 9 and S&M Article 6.

Section 2. A weekend employee is defined as one who is hired to work and is regularly scheduled to work two (2) shifts (Friday/Saturday or Saturday/Sunday) between the hours of Friday 7:00 pm and Monday 7:00 am. Weekend employees will be required to work the same shift duration as the unit/department to which they are assigned.

Section 3. Weekend employees that work during the week will be compensated in accordance with the wage schedule contained in P&T Article 9 and S&M Article 6.

Section 4. Employees in this category of employment are eligible for shift differential in accordance with P&T Article 9 and S&M Article 6.

Section 5. An employee hired to work in this capacity shall be eligible for legally required benefits.

Section 6. Employees hired to work in this capacity shall be required to work every weekend. Employees in this category of employment shall be scheduled a maximum of ten (10) shifts off per calendar year without pay except as outlined in Section 8 below. In the event a weekend employee experiences a loss addressed in Article 19, Bereavement Leave, they shall be approved for up to a maximum of an additional two (2) shifts off without pay according to the conditions set forth in that Article. Time off requests will be approved as follows:

- a. Requests for weekends off must be submitted to the manager as per Article 14, Paid Time Off.
- b. An employee's manager must approve requests for weekend days off.

- c. No more than two (2) weekend shifts may be scheduled off per year, during the week prior to the week in which a holiday (as defined under Article 14, Paid Time Off) occurs. Weekend employees may take two (2) weekend days off in the period between June 1 and September 15. If no other employee has requested and has been approved for the time, the weekend employee may request the additional time off in the above referenced time frames.
 - d. When there are requests from more than one (1) employee for the same time off, the procedure in Article 14, Paid Time Off shall apply.
- Section 7. Weekend employees will be required to attend mandatory in-service programs in accordance with Hospital policies and shall be paid for such time.
- Section 8. Employees in this category of employment may volunteer to work additional shifts after employees have had their schedules determined, and as outlined in Article 20, Hours of Work. If an employee in this category works an extra shift(s) during a work week (Monday-Friday or Sunday-Thursday), they shall accrue PTO for those shifts up to maximum two (2) full shifts per year. PTO accrual rates are outlined in Article 14, Paid Time Off.
- Section 9. Weekend employees will accrue seniority as per Article 11, Seniority.
- Section 10. Employees in this category of employment will be required to work holidays that fall on a weekend and will be compensated for all hours worked on the holiday as defined in Article 14, Paid Time Off.
- Section 11. If a regular full-time or regular part-time employee transfers into a weekend position, the employee's unused PTO will be paid within four (4) weeks from the date of transfer. The employee may choose to leave two (2) shifts of PTO in their bank. These shifts will be paid out at their base rate.
- Section 12. Regular employees that transfer into a weekend position will have all accrued unused long term sick time frozen in their Extended Sick Leave (ESL) for the duration of their time as a weekend employee. If a weekend employee transfers into a regular full-time or regular part-time position their ESL will be available for use as per Article 17, Extended Sick Leave.
- Section 13. If a weekend employee is subject to layoff they will be entitled to pursue a position in the bargaining unit in the weekend employee category of employment and in the sequence outlined in Article 6, Layoff and Recall. If the weekend employee category of employment is eliminated or if the least senior weekend employee is subject to layoff, the weekend employee shall be entitled to pursue a position in the bargaining unit in the regular part-time category of employment.
- Section 14. Employees in this category of employment will be floated, as per Article 12, Floating, and be will downsized as per Article 21, Temporary Downsizing Procedure.
- Section 15. All of the provisions of this Agreement shall apply unless otherwise specified in this Article.

**ARTICLE 55
DURATION**

This Agreement shall be effective immediately upon ratification and shall remain in full force and effect until 11:59 pm on March 31, 2026 and shall be automatically renewed for one (1) year cycles thereafter unless either party notifies the other in writing not less than ninety (90) days prior to the end of any termination date that it desires to modify this Agreement. In the event such notice is given, negotiations will begin at a mutually agreeable time prior to the termination date.

Name:	Name:
Diane M. Pietraszewski	Michele Jerge
System Director, Labor Relations & HR Legal	Administrative Organizer
Date:	Date:
	<i>Todd Hobler, EVP</i>
	Todd Hobler, EVP

Meel Wagner

Bridget Muller

Cathy Mahan

Teri O Ross

Katie Hayes

Linda Renee Guetti

MEMORANDUM OF UNDERSTANDING 1
EPIDEMIC/PANDEMIC/INFECTIOUS DISEASE STATE OF EMERGENCY PREPAREDNESS

In the event that the Employer/Hospital becomes aware that there is a potential of an epidemic, pandemic or infectious disease state of emergency in the State of New York that applies to Western New York, the parties agree that the health and safety of the employees is of the utmost importance and that ongoing and comprehensive communication is a significant factor in assuring that objective. The parties further agree that the Union will participate in applicable stages of planning and implementation of protocols related to the epidemic, pandemic or infectious disease.

**LETTER OF AGREEMENT 1
EMPLOYEES GRANDFATHERED DENTAL AND VISION**

All current employees hired as of August 7, 2018 will continue to be eligible for dental and vision coverage as follows:

1. **Full Time Employees:** The Hospital will contribute \$24.00 per month toward the cost of coverage for the SEIU Dental and Optical Plan on behalf of each post probationary full-time employee who elects coverage. The Hospital contribution will be provided only to the extent that employees pay the difference between the Hospital contribution and the monthly cost of the coverage elected.
2. **Part Time Employees:** The Hospital will contribute \$17.00 per month toward the cost of coverage for the SEIU Dental and Optical Plan on behalf of each post probationary part time employee in an authorized position of fifteen (15) hours or more per week or a minimum of .4 Full-Time Equivalent FTE per pay period who elects coverage. The Hospital contribution will be provided only to the extent that employees pay the difference between the Hospital contribution and the monthly cost of the coverage elected.
3. Only employees who are in positions authorized to work 30 hours or more per pay period are eligible for coverage.
4. Enrollment after the initial enrollment period will coincide with the health insurance group reopening date unless enrollment at a different date is required by statute or regulation.

All employees hired after August 7, 2018 will be eligible for dental and vision coverage only as provided in Article 25, Dental and Vision.

MOUNT ST. MARY'S HOSPITAL

Diane M. Pietraszewski
System Director, Labor Relations & HR Legal

1199/SEIU UNITED HEALTHCARE WORKERS EAST

Michele Jerge
Administrative Organizer

**LETTER OF AGREEMENT 2
PENSION**

It is agreed that all new employees hired shall be considered a new hire for purposes of these Articles until they reach one year of service. The first full pay period after reaching one year of service, such employees shall move into the current – 5 years tier for contributions. The minimum number of hours and service requirements as identified in S&M Article 8, Section 1, Technician Article 11, Section 1 and P&T (Nurse) Article 11, Section 2 and all other provisions of these Articles shall remain in full force and effect with the only exception being this modification

MOUNT ST. MARY’S HOSPITAL

Diane M. Pietraszewski
System Director, Labor Relations & HR Legal

1199/SEIU UNITED HEALTHCARE WORKERS EAST

Michele Jerge
Administrative Organizer

LETTER OF AGREEMENT 3
EMPLOYEES GRANDFATHERED MSM FIRST CHOICE PLAN HEALTH COVERAGE

During the negotiations that resulted in the 2022 Collective Bargaining Agreement between the parties, an agreement on new health coverage language and benefits was reached. The grandfathering of existing benefits for employees hired as of the date of ratification is included in this Agreement and is outlined below.

- Section 1. a. All current employees enrolled in the Mount St. Mary's First Choice Comprehensive Health Plan as of the date of ratification of this Agreement will continue to be eligible to remain in that Plan.
- b. All current employees enrolled in the Mount St. Mary's First Choice Comprehensive Health Plan as of the date of ratification of this Agreement will also remain eligible for the four tiers of coverage. The four tiers include single, single plus spouse, single plus child(ren) and family.
- c. No other employees shall be eligible to enter that Plan, for any reason, and will only be eligible to enroll in the Catholic Health First Choice Comprehensive Health Care Plan or the First Choice Hybrid/High Deductible Plan.
- d. Medical co-pays under the Mount St. Mary's First Choice Plan will remain the same as the 2022 rates for the life of this Agreement.
- e. The Mount St. Mary's First Choice yearly premium will increase at the same percentage as the Catholic Health First Choice yearly premium.
- Section 2. If any employee who is enrolled in the Mount St. Mary's First Choice Plan moves out of that Plan, they are prohibited from re-entering that Plan, and may only enroll in the Catholic Health First Choice Comprehensive Health Care Plan or the First Choice Hybrid/High Deductible Plan.
- Section 3. Employees who are on disability or Workers' Compensation and are covered by grandfathered health coverage prior to/during their leave will be eligible to resume grandfathered health coverage when they return to work.
- Section 4. Employees who are actively working and are covered by grandfathered health coverage and who are laid off will be eligible to resume grandfathered health coverage when they are recalled.
- Section 5. Any grandfathered employee who has a change in tier (as defined in Section 1 b. above) or FTE will remain eligible for the MSMH First Choice Plan. However, their contribution rates will change to align with their new tier and/or FTE.

Section 6. The preferred co-pay structure under the Catholic Health Pharmacy program for grandfathered employees will remain with the current three (3) tiers - \$4/\$15/\$30. Grandfathered employees will be subject to the applicable co-pay structure for non-Catholic Health pharmacies as outlined in Article 51 Prescription Coverage.

MOUNT ST. MARY'S HOSPITAL

Diane M. Pietraszewski
System Director, Labor Relations & HR Legal

1199/SEIU UNITED HEALTHCARE WORKERS EAST

Michele Jerge
Administrative Organizer

**LETTER OF AGREEMENT 4
LONGEVITY INITIATIVE**

Any employee who attains twenty (20) years of service will receive a two and one half percent (2.5%) longevity increase. For employees with twenty (20) or more years of service at ratification, such increase will be on top of any other applicable general increase and will be paid the first full pay period following ratification. For all other employees who attain twenty years of service during the life of the Agreement, such increase will be added to their hourly rate effective the first full pay period following their twentieth (20th) anniversary date.

The parties agree that this initiative, will expire at the end of this Agreement, unless mutually agreed to extend in conjunction with New Article, Recruitment and Retention Initiative.

MOUNT ST. MARY'S HOSPITAL

Diane M. Pietraszewski
System Director, Labor Relations & HR Legal

1199/SEIU UNITED HEALTHCARE WORKERS EAST

Michele Jerge
Administrative Organizer

**SIDE LETTER
TEMPORARY DOWNSIZING**

Employees in Perioperative Services and the Cardio-Pulmonary Department.

- A. The Hospital agrees to pilot the following process after the implementation of Kronos Advanced Scheduler:
1. On a shift when management determines that census or workload warrants a decrease in staff, supervisors will solicit volunteers beginning with the most senior employee(s) that was denied a Paid Time Off (PTO) day.
 2. If there are no such employees or if the identified employee(s) decline, the supervisor will revert to the language in Article 21 Temporary Downsizing Procedure.
 3. The Hospital will evaluate the above pilot three (3) months after implementation. If, after evaluation, the Hospital decides not to continue the pilot, it will provide the Union with notice and an opportunity to meet to discuss alternatives.

MOUNT ST. MARY'S HOSPITAL

Diane M. Pietraszewski
System Director, Labor Relations & HR Legal

1199/SEIU UNITED HEALTHCARE WORKERS EAST

Michele Jerge
Administrative Organizer

**SIDE LETTER
QUALITY BONUS**

Patient Satisfaction Bonus: The Employer will provide a bonus based upon Press Ganey's Patient Satisfaction survey results as described in a. and b. below, if the Employees in the bargaining unit meet the criteria identified below. Patient Satisfaction surveys are measured monthly from calendar year October through following September.

In order to receive the patient satisfaction bonus each year, the members of the bargaining unit would need to reach a Patient Satisfaction score percentage result that shows a statistically significant increase at the national benchmark.

The question that is rated is as follows: Rate Hospital. The increase is based upon the prior year's Press Ganey survey results and the prior year's end average for Patient Satisfaction. If the eligibility criteria are met, actual increases will be implemented as follows:

- a. Full time employees will receive two hundred fifty dollars (\$250.00) effective the first full pay period in December of each year based upon the previous year's October to September results
- b. Part time employees will receive one hundred and fifty (\$150.00) effective the first full pay period in December of each year based upon the previous year's October to September results

If the percent "Excellent" score in the question "Rate Hospital" falls below the specified percentile for any year, no patient satisfaction payout will be awarded the following year.

To be eligible for the bonus, Employees must be employed by the facility for the entire year upon which the scores are based, and must be employed on the date that the actual increase is paid.

When survey results are confirmed, the Employer will notify the Union in writing of the results for each survey.

SIDE LETTER
FORTY-EIGHT (48)/EIGHT (8) HOUR PTO

During the negotiations that resulted in the 2022 Collective Bargaining Agreement between the parties, the parties discussed the eight (8) and forty-eight (48) hour PTO days at length. The parties agreed to grandfather those PTO days for employees hired as of the date of ratification of this Agreement. The parameters around such PTO days remains unchanged for grandfathered employees and are outlined below.

Forty-Eight (48)/Eight (8) Hour PTOs

1. Cannot be used on a weekend, time and one-half (1½) holiday or the day before or the day after a time and one-half (1½) holiday, or during the period December 15th to December 31st.
2. Do not incur an occasion of absence.
3. **Full-Time/Non-Probationary Employees**

Seven and One Half (7½) Hour Employees:

Effective January 1st following an employee's date of hire: All benefited full time seven and one-half (7½) hour employees may request one (1) PTO day with a minimum of forty-eight (48) hours' notice and one (1) PTO day with a minimum of eight (8) hours' notice prior to the beginning of a scheduled shift.

Effective January 1st following an employee's tenth (10th) date of hire anniversary: All benefited full time seven and one-half (7½) hour employees may request an additional forty-eight (48) hours PTO with a minimum of forty-eight (48) hours' notice prior to the beginning of a scheduled shift. Full-time seven and one-half (7½) hour employees hired full time prior to August 18, 2006 are grandfathered and are entitled to the PTO days in this paragraph.

Nine and One-Half (9½) and Twelve and One-Half (12½) Hour Employees:

Effective January 1st following an employee's date of hire: All benefited full time nine and one-half (9½) and twelve and one-half (12½) hour employees may request one (1) PTO day with a minimum of forty-eight (48) hours' notice and one (1) PTO day with a minimum of eight (8) hours'-notice prior to the beginning of a scheduled shift.

4. **Part-Time/Non Probationary Employees**

Seven and One Half (7½), Nine and One Half (9½) and Twelve and One-Half (12½) Hour Employees:

- a. Effective January 1st following an employee's date of hire: All benefited part-time seven and one-half (7½) hour, nine and one-half (9½) hour and twelve and one-half (12½) hour employees may request one (1) PTO day with a minimum of eight (8) hours' notice prior to the beginning of a scheduled shift.

- b. Effective January 1st following an employee's twentieth (20th) date of hire anniversary: All benefited part-time seven and one-half (7½) hour, nine and one-half (9½) hour and twelve and one-half (12½) hour employees may request one (1) PTO day with a minimum of forty-eight (48) hours' notice prior to the beginning of a scheduled shift.

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SERVICE &
MAINTENANCE
INDIVIDUAL
BARGAINING UNIT
AGREEMENT

**S&M
ARTICLE 1
RECOGNITION**

1. The Hospital recognizes the Union as the exclusive bargaining representative relative to rates of pay, wages, hours of employment and other conditions of employment for all employees of the Hospital in the contract unit.
2. The employees in the contract unit covered by this Agreement shall be all full-time, part-time and per diem in the following job classifications: Environmental Service Operator; Laundry Worker; Environmental Service Aide; Sr. Environment Service Aide; Sr. Maintenance Electrician; Maintenance Carpenter; Maintenance Engineer; Sr. Maintenance Engineer; Painter Maintenance Mechanic; Central Service Technicians; Sr. Central Service Technician; Anesthesia Technician; Processing Technician/Attendant-Endoscopy; Sterile Processing Distribution Technician; Physical Therapy Aides; Nutrition Services Aide; Cafeteria Aide; Porter/Dishwasher; Nutrition Services Storeroom Clerk, First Cook; Second Cook; Cook's Assistant; Screener; Nurse Attendant (5th Floor, 6th Floor, ER and ICU) and Diagnostic Imaging Attendants, Immediate Treatment Assistant excluding all professional, technical, clerical, lead and supervisory employees employed by Mount St. Mary's Hospital at 5300 Military Road, Lewiston, New York.
3. A full-time employee is one who is regularly scheduled to work at least thirty-seven and one-half (37½) hours per payroll week.
4. A regular part-time employee is one who is regularly scheduled to work at least seven and one-half (7½) hours but less than thirty-seven and one-half (37½) hours per payroll week.
5. A per diem employee is defined as one who may be scheduled, but who only works on an "as needed basis" subject to fulfilling the obligations in other Articles of this contract. Per-diem employees are utilized to accommodate the need for temporary coverage (e.g., vacation, holidays, etc.) and are not used to fill permanent vacancies.

**S&M
ARTICLE 2
ASSIGNMENT BID**

For Environmental Services employees only:

When a regular assignment becomes available within the department, staff will be notified at AM/PM huddle of the opening. A phone call will be made to employees who will not be onsite during the posting period, to inform them of an open assignment. A document will be kept in the Supervisor's office for fourteen (14) calendar days for the employee to print and sign their name as their request for the assignment. At the close of the 14th day, the employee who possesses Combined Union Hospital Seniority within that job classification will be awarded the assignment. The employee awarded the assignment must be placed and able to work within thirty (30) days.

**S&M
ARTICLE 3
LAYOFF AND RECALL**

SCHEDULE OF JOB CLASSIFICATIONS – SERVICE & MAINTENANCE CONTRACT

<u>Job Grade</u>	<u>Job Classification</u>
2	Nutrition Services Aide Porter/Dishwasher Cafeteria Aide Laboratory Aide Laundry Physical Therapy Aide
3A	Environmental Services Aide Diagnostic Imaging Attendant Cook’s Assistant
4	Central Service Technician* Nurse Attendant - Medical/Surgical Nurse Attendant - Clearview Nursing Service Nurse Attendant - Ambulatory Nurse Attendant - Endoscopy Nurse Attendant - CCU/ICU Nurse Attendant - Maternity Nurse Attendant - PACU/Ambulatory
4A	Central Service Technician* certified Nurse Attendant – Emergency Department Nutrition Services Storeroom Clerk Senior Environmental Services Aide
5	Sterile Processing and Distribution Technician Sr. Central Service Technician Anesthesia Technician
5A	Sterile Processing and Distribution Technician certified – Operating Room and Endoscopy Immediate Treatment Assistant
6A	Environmental Services Operator Second Cook
8A	First Cook

SCHEDULE OF JOB CLASSIFICATIONS (CONTINUED)

<u>Job Grade</u>	<u>Job Classification</u>
12A	Maintenance Carpenter Maintenance Engineer (3*) Maintenance Mechanic "A" (3*) Painter/Maintenance Mechanic "A"
15	Senior Maintenance Engineer
16	Senior Maintenance Technician/Electrician

Note: Although titles of Nurse Attendant positions may be specific as to area, they may be floated to other areas as needed.

**S&M
ARTICLE 4
PAID TIME OFF (PTO)**

1. Christmas/New Year Period:

- A. When the Christmas Holiday and New Year's Holiday falls on a weekend, the holiday schedule prevails regardless of their normally scheduled weekend.
- B. The Hospital recognizes the need for two (2) separate periods for the Christmas and New Years' Holiday schedules for Patient Care Services including the Perioperative Services Division, but excluding Central Service as follows:

The two (2) day Christmas period is defined as beginning from 7:00 a.m. on December 24th to 8:00 a.m. on December 26th. The two (2) day New Year's period is defined as beginning from 7:00 a.m. December 31st to 8:00 a.m. on January 2nd. Employees will be required to work no more than one (1) day in each of the two-day periods. Clinical unit seniority prevails in the event of VTO being offered by the Hospital. The Hospital recognizes that employees will rotate working the Christmas and New Year's Holidays. Example: Employee could be scheduled Christmas Eve and New Year's Day or Christmas Day and New Year's Eve.

- 2. Employees with fifteen (15) or more years of service will be permitted to use one (1) PTO day on a weekend shift per payroll year.

**PAID TIME OFF (PTO)
EXHIBIT #1**

The minimum number of employees to be allowed off on PTO at one time will be based on specific units/departments and shifts as noted below:

Division/ Department/Unit	Job Classification/ Family	Minimum Number
Central Service	1 Central Service Aide or Central Service Technician	Per Work Week
Diagnostic Imaging	1 Diagnostic Imaging Attendant	Per Work Week
Environmental Services	1 Environmental Services Aide	1 Per Work Week during Prime Time <u>and</u> 2 Per Week remainder year
Environmental Services	1 Environmental Services Operator	Per Work Week
Laboratory	1 Laboratory Aide	Per Work Week
Maintenance & Engineering	1 Maintenance Engineer <u>or</u> Sr. Maintenance Engineer	Per Work Week
Maintenance & Engineering	Sr. Maintenance Technician/Electrician	Per Work Week
Maintenance & Engineering	1 Maintenance employee <u>excluding</u> the Sr. positions and the Engineer positions above	Per Work Week
Nutrition Services	1 Cafeteria Aide	Per Work Week
Nutrition Services	1 Nutrition Services Aide**	Per Work Week
Nutrition Services	1 Porter/Dishwasher or Storeroom Clerk	Per Work Week
Nutrition Services	1 Cook's Assistant <u>or</u> Second Cook <u>or</u> First Cook	Per Work Week

Division/ Department/Unit	Job Classification/ Family	Minimum Number
Patient Care Services Division -- Emergency Department	1 Nurse Attendant or Immediate Treatment Assistant - Emergency Department	Per Work Week
Patient Care Services Division --CCU/ICU Department	1 Nurse Attendant - CCU/ICU	Per Work Week
Patient Care Services Division --Maternity Unit	1 Nurse Attendant - Maternity	Per Work Week
Patient Care Services Division --(Med/Surg & Floats)*	1 Nurse Attendant or Immediate Treatment Assistant per Unit on Day Shift	Per Work Week
Patient Care Services Division --(Med/Surg & Floats)*	1 Nurse Attendant or Immediate Treatment Assistant per Evening Shift regardless of Unit	Per Work Week
Patient Care Services Division --(Med/Surg & Floats)*	1 Nurse Attendant or Immediate Treatment Assistant per Night Shift regardless of Unit	Per Work Week
Perioperative Services Division --PACU/Ambulatory, and the Intraoperative Departments	1 Nurse Attendant - PACU/Ambulatory or Nurse Attendant – Anesthesia Tech - Ambulatory or Operating Room Attendant	Per Work Week

The numbers above are the minimum number of employees allowed on vacation. If staffing permits, additional vacations will not be unreasonably withheld.

*Includes Medical/Surgical Telemetry.

**S&M
ARTICLE 5
WAGES**

1. Effective the first full pay period following April 1, 2022, increase rates of pay for all job classifications by three percent (3%).
2. Effective the first full pay period after April 1, 2023, increase rates of pay for all job classifications by three percent (3%).
3. Effective the first full pay period after April 1, 2024, increase rates of pay for all job classifications by three percent (3%).
4. Effective the first full pay period after April 1, 2025, increase rates of pay for all job classifications by one and one quarter of one percent (1.25 %).
5. Every employee shall receive the hourly rate specified in the Wage Schedules in accordance with their present length of service in their job classification.

- 6. Employees will be paid every other Thursday.
- 7. Employees working on a shift where the majority of their hours are scheduled between 3:00 p.m. and 7:00 a.m. shall receive a shift premium as follows:

Maintenance & Engineering Employees:

Evenings	\$1.25 per hour
Nights	\$1.49 per hour

All Other Classifications:

Evenings	\$.80 per hour
Nights	\$.85 per hour

PTO pay will include the shift differential premium provided the employee is regularly scheduled to work a shift that qualifies for shift differential.

The Early Shift Premium will be deleted in accordance with the Letter of Agreement signed on December 17, 2012, when all Employees currently receiving the shift premium are transferred to a different shift.

- 8. A. If an employee, except for training, is assigned to work in a higher-rated classification one full work day or more, they shall be paid the one-year rate for that classification for all hours worked in that special assignment. No assignment to another employee of the same work will be made to avoid payment of a wage increase provided by this paragraph. Exception: Nurse Attendants who float to the Emergency Room will not receive the higher paygrade.
- B. **Secondary Positions:** Employees currently working in a secondary job classification on a regular basis will be paid at the same step currently held in their regularly assigned position provided they have completed the ninety (90) day probationary period in that job classification.
- 9. A. **Preceptor Pay for Nurse Attendants in Patient Care Services Division and Perioperative Services Division:** Differential of \$.95 per hour will be paid while precepting new orientees. Preceptors will be selected by the Nursing Supervisor or their representative. The Preceptor will be obligated to attend the Preceptor program, if applicable, and complete the required evaluations and checklists.
- B. **Environmental Services, Nutrition Services and Central Services Training:** In the Environmental Services and Central Services Departments, management will use its best efforts to train new employees using managers and senior employees. In the event that management assigns a non-senior employee to train a new employee, that non-senior employee will be paid an additional thirty (\$.30) cents per hour for each hour doing such training.
- C. **Duration:** Nurse Attendants will be limited to a maximum of two (2) weeks to precept new orientees. The Sterile Processing and Distribution Technicians are limited to a

maximum of four (4) weeks to precept new orientees.

10. If an employee voluntarily leaves the Service and Maintenance Union for a non-union position and then subsequently returns to the Service and Maintenance Union, they will return to the step they were at when they originally left the Service and Maintenance Union.
11. **Charge Pay for Environmental Services:** When there is no managerial person in the building (Director and/or Supervisor) and the Sr. Environmental Services Aide is, in fact, overseeing routine operations of the Department, as designated by the Hospital marking the schedule as "Charge," the Hospital will pay a premium pay of \$1.00 per hour for each hour assigned to "Charge." This may be a partial shift (i.e. 5:00 a.m. to 7:00 a.m.) or a full shift. This may also occur even though a management person may be in the building but desires to designate the Sr. Environmental Services Aide as "Charge." It is the responsibility of the Hospital to mark the schedule accordingly.
12. It is agreed by both parties that the Hospital will hire employees up to the maximum step provided they have equivalent years of experience in a similar position.

[Service and Maintenance Wage Scale to Follow]

S&M Wage Scale - Effective First Full Pay Period Following April 1, 2022 (April 10, 2022)

Steps 0-9 (3%)

Grade Prefix	0	1	2	3	4	5	6	7	8	9
	Hire Rate	1 YRS	2 YRS	3 YRS	4 YRS	5-6 YRS	7-8 YRS	9-10 YRS	11-15 YRS	16+ YRS
MSS-2	\$16.13	\$16.34	\$16.39	\$16.53	\$16.61	\$17.11	\$17.24	\$17.46	\$18.22	\$19.00
MSS-3A	\$16.82	\$17.55	\$17.64	\$17.78	\$17.85	\$18.38	\$18.51	\$18.73	\$19.56	\$20.44
MSS-4	\$17.22	\$17.36	\$17.45	\$17.65	\$17.72	\$18.19	\$18.30	\$18.59	\$19.45	\$20.27
MSS-4A	\$17.48	\$17.86	\$17.98	\$18.14	\$18.22	\$18.69	\$18.89	\$19.11	\$19.95	\$20.82
MSS-5	\$18.47	\$18.68	\$18.80	\$19.00	\$19.09	\$19.58	\$19.72	\$20.01	\$20.90	\$21.83
MSS-5A	\$18.74	\$19.01	\$19.11	\$19.28	\$19.42	\$19.91	\$20.02	\$20.33	\$21.22	\$22.13
MSS6A	\$19.58	\$20.12	\$20.20	\$20.42	\$20.51	\$21.04	\$21.23	\$21.51	\$22.45	\$23.45
MSS-8A	\$22.57	\$23.13	\$23.27	\$23.49	\$23.60	\$24.26	\$24.42	\$24.69	\$25.82	\$27.03
MSS-12A	\$29.85	\$30.22	\$30.40	\$30.67	\$30.85	\$31.69	\$31.89	\$32.23	\$33.63	\$35.25
MSS-15	\$32.41	\$33.11	\$33.28	\$33.60	\$33.76	\$34.68	\$34.95	\$35.30	\$36.83	\$38.60
MSS-16	\$34.43	\$35.05	\$35.25	\$35.60	\$35.78	\$36.73	\$36.98	\$37.35	\$39.00	\$40.86

S&M Wage Scale - Effective First Full Pay Period Following April 1, 2023 (April 9, 2023)

Steps 0-9 (3%)

Grade Prefix	0	1	2	3	4	5	6	7	8	9
	Hire Rate	1 YRS	2 YRS	3 YRS	4 YRS	5-6 YRS	7-8 YRS	9-10 YRS	11-15 YRS	16+ YRS
MSS-2	\$16.61	\$16.83	\$16.88	\$17.03	\$17.11	\$17.62	\$17.76	\$17.98	\$18.77	\$19.57
MSS-3A	\$17.32	\$18.08	\$18.17	\$18.31	\$18.39	\$18.93	\$19.07	\$19.29	\$20.15	\$21.05
MSS-4	\$17.74	\$17.88	\$17.97	\$18.18	\$18.25	\$18.74	\$18.85	\$19.15	\$20.03	\$20.88
MSS-4A	\$18.00	\$18.40	\$18.52	\$18.68	\$18.77	\$19.25	\$19.46	\$19.68	\$20.55	\$21.44
MSS-5	\$19.02	\$19.24	\$19.36	\$19.57	\$19.66	\$20.17	\$20.31	\$20.61	\$21.53	\$22.48
MSS-5A	\$19.30	\$19.58	\$19.68	\$19.86	\$20.00	\$20.51	\$20.62	\$20.94	\$21.86	\$22.79
MSS6A	\$20.17	\$20.72	\$20.81	\$21.03	\$21.13	\$21.67	\$21.87	\$22.16	\$23.12	\$24.15
MSS-8A	\$23.25	\$23.82	\$23.97	\$24.19	\$24.31	\$24.99	\$25.15	\$25.43	\$26.59	\$27.84
MSS-12A	\$30.75	\$31.13	\$31.31	\$31.59	\$31.78	\$32.64	\$32.85	\$33.20	\$34.64	\$36.31
MSS-15	\$33.38	\$34.10	\$34.28	\$34.61	\$34.77	\$35.72	\$36.00	\$36.36	\$37.93	\$39.76
MSS-16	\$35.46	\$36.10	\$36.31	\$36.67	\$36.85	\$37.83	\$38.09	\$38.47	\$40.17	\$42.09

S&M Wage Scale - Effective First Full Pay Period Following April 1, 2024 (April 7, 2024)

Steps 0-9 (3%)

Grade Prefix	0	1	2	3	4	5	6	7	8	9
	Hire Rate	1 YRS	2 YRS	3 YRS	4 YRS	5-6 YRS	7-8 YRS	9-10 YRS	11-15 YRS	16+ YRS
MSS-2	\$17.11	\$17.33	\$17.39	\$17.54	\$17.62	\$18.15	\$18.29	\$18.52	\$19.33	\$20.16
MSS-3A	\$17.84	\$18.62	\$18.72	\$18.86	\$18.94	\$19.50	\$19.64	\$19.87	\$20.75	\$21.68
MSS-4	\$18.27	\$18.42	\$18.51	\$18.73	\$18.80	\$19.30	\$19.42	\$19.72	\$20.63	\$21.51
MSS-4A	\$18.54	\$18.95	\$19.08	\$19.24	\$19.33	\$19.83	\$20.04	\$20.27	\$21.17	\$22.08
MSS-5	\$19.59	\$19.82	\$19.94	\$20.16	\$20.25	\$20.78	\$20.92	\$21.23	\$22.18	\$23.15
MSS-5A	\$19.88	\$20.17	\$20.27	\$20.46	\$20.60	\$21.13	\$21.24	\$21.57	\$22.52	\$23.47
MSS6A	\$20.78	\$21.34	\$21.43	\$21.66	\$21.76	\$22.32	\$22.53	\$22.82	\$23.81	\$24.87
MSS-8A	\$23.95	\$24.53	\$24.69	\$24.92	\$25.04	\$25.74	\$25.90	\$26.19	\$27.39	\$28.68
MSS-12A	\$31.67	\$32.06	\$32.25	\$32.54	\$32.73	\$33.62	\$33.84	\$34.20	\$35.68	\$37.40
MSS-15	\$34.38	\$35.12	\$35.31	\$35.65	\$35.81	\$36.79	\$37.08	\$37.45	\$39.07	\$40.95
MSS-16	\$36.52	\$37.18	\$37.40	\$37.77	\$37.96	\$38.96	\$39.23	\$39.62	\$41.38	\$43.35

S&M Wage Scale - Effective First Full Pay Period Following April 1, 2025 (April 6, 2025)

Steps 0-9 (1.25%)

Grade Prefix	0	1	2	3	4	5	6	7	8	9
	Hire Rate	1 YRS	2 YRS	3 YRS	4 YRS	5-6 YRS	7-8 YRS	9-10 YRS	11-15 YRS	16+ YRS
MSS-2	\$17.32	\$17.55	\$17.61	\$17.76	\$17.84	\$18.38	\$18.52	\$18.75	\$19.57	\$20.41
MSS-3A	\$18.06	\$18.85	\$18.95	\$19.10	\$19.18	\$19.74	\$19.89	\$20.12	\$21.01	\$21.95
MSS-4	\$18.50	\$18.65	\$18.74	\$18.96	\$19.04	\$19.54	\$19.66	\$19.97	\$20.89	\$21.78
MSS-4A	\$18.77	\$19.19	\$19.32	\$19.48	\$19.57	\$20.08	\$20.29	\$20.52	\$21.43	\$22.36
MSS-5	\$19.83	\$20.07	\$20.19	\$20.41	\$20.50	\$21.04	\$21.18	\$21.50	\$22.46	\$23.44
MSS-5A	\$20.13	\$20.42	\$20.52	\$20.72	\$20.86	\$21.39	\$21.51	\$21.84	\$22.80	\$23.76
MSS6A	\$21.04	\$21.61	\$21.70	\$21.93	\$22.03	\$22.60	\$22.81	\$23.11	\$24.11	\$25.18
MSS-8A	\$24.25	\$24.84	\$25.00	\$25.23	\$25.35	\$26.06	\$26.22	\$26.52	\$27.73	\$29.04
MSS-12A	\$32.07	\$32.46	\$32.65	\$32.95	\$33.14	\$34.04	\$34.26	\$34.63	\$36.13	\$37.87
MSS-15	\$34.81	\$35.56	\$35.75	\$36.10	\$36.26	\$37.25	\$37.54	\$37.92	\$39.56	\$41.46
MSS-16	\$36.98	\$37.64	\$37.87	\$38.24	\$38.43	\$39.45	\$39.72	\$40.12	\$41.90	\$43.89

**S&M
ARTICLE 6
OVERTIME**

1. Mandatory overtime will be administered in compliance with all applicable laws, including New York State law regarding restrictions on Mandatory Overtime. The least senior employee in the job classification requiring mandatory overtime may be mandated to work a maximum of four (4) hours of overtime. The mandated employee will be credited with a turn on the mandatory overtime rotation list in their job classification and will not be mandated to work overtime again until the mandatory overtime list has been cycled through the available employees' onsite.
2. When a Maintenance Engineer calls in ill for the next shift, the Maintenance Engineer on duty will be responsible for working that shift. They can, however, call in a replacement Maintenance Engineer by using an overtime list and calling the employee with the least amount of overtime on the list. They will be expected to handle their overtime list.
3. Overtime for Nurse Attendants will be rotated within each clinical unit with the 5th and 6th floors being counted as separate Units.

**S&M
ARTICLE 7
PENSION**

1. The Hospital shall make the following monthly contributions to the Union Pension Fund for active post probationary full-time employees up to a maximum of 1950 hours and after one (1) year of continuous service for part-time employees in positions authorized to work fifteen (15) hours or more per week or a minimum of .4 Full-Time Equivalent (FTE) per pay period up to a maximum of 1950 hours. "On Call" hours not worked are excluded from pension contributions.
2. All Hospital contributions to the SEIU 1199 Regional Pension Fund as set forth in the Agreement shall be made monthly and shall be due and payable no later than the fifteenth (15th) of the following month using remittance reports furnished by the Pension Fund.
2. Effective January 1, 2023, the hourly contributions subject to the maximum of paragraph 1 above, will be as follows:

<u>Pay Grades 1-6A</u>	
New hires	\$0.80
Current – 5 years	\$1.15
6 – 15 years	\$1.25
16+ years	\$1.35

Pay Grades 7-16

New hires	\$1.00
Current – 5 years	\$1.35
6 – 15 years	\$1.45
16+ years	\$1.55

Effective January 1, 2025, the hourly contributions subject to the maximum of paragraph 1 above, will be as follows:

Pay Grades 1-6A

New hires	\$0.80
Current – 5 years	\$1.20
6 – 15 years	\$1.30
16+ years	\$1.40

Pay Grades 7-16

New hires	\$1.00
Current – 5 years	\$1.40
6 – 15 years	\$1.50
16+ years	\$1.60

3. The Pension Fund shall be administered pursuant to provisions of an Agreement and Declaration of Trust, any restatements of or amendments to such Agreement and Declaration of Trust, policies, rules and regulations established by its Trustees. Such Agreement and Declaration of Trust, rules, regulations and policies, including Collections Policy, of such Pension Fund together with any restatement or amendment thereto, are incorporated herein by reference as if fully set forth herein. The Agreement and Declaration of Trust, the Pension Fund's Collection Policy and all other rules, regulations and policies of the Pension Fund govern and supersede any inconsistent provisions of this Agreement.
5. All monies paid into and/or due and owing the Pension Fund specified in this Article will be vested and remain exclusively in the Trust of the Pension Fund; outstanding and withheld contributions constitute plan assets.
6. The Hospital agrees to enroll each covered employee using the Fund's enrollment card and forward it to the Fund Office as soon as possible after date of hire.
7. The Hospital agrees to provide the Fund Office each covered employee's full name, address, social security number, date of hire, employment status and date of birth with their first month's contribution payment.
8. Even though the Employer may not be required to tender Employer contributions to the Pension Fund for certain bargaining unit employees (hereafter "non-contributing employees") it is obligated to provide the same information for these non-contributing employees as provided for those bargaining unit employees on whose behalf employee contributions are required.

**S&M
ARTICLE 8
PROBATIONARY PERIOD**

1. All regular full-time and regular part-time employees are considered to be on a probationary status for the first ninety (90) calendar days of employment. The probationary period may be extended by the Hospital up to a maximum of sixty (60) additional days for full time employees and ninety (90) additional days for part time employees as deemed necessary in lieu of termination. During such probationary period, the employee shall have no seniority standing and shall be subject to transfer, demotion, layoff or discharge in the sole discretion of the Hospital.
2. All such employees may be terminated with or without cause and without recourse to the grievance procedure during their probationary period. Such employees, if continued in the employ of the Hospital after the expiration of the probationary period, shall have their seniority computed from the date of their last hire.

**S&M
ARTICLE 9
WORKING CONDITIONS**

Adequate dining facilities, locker space, sanitary facilities and showers, as space limits permit, will be provided for all employees.

**S&M
ARTICLE 10
MISCELLANEOUS**

Engineering Department:

During evening, night, and weekend shifts, Maintenance Engineers have performed "non-engineering functions" as necessary. Maintenance Engineers will continue to perform such "non-engineering functions" but may contact Maintenance Supervision for call in of Maintenance personnel in those instances where the magnitude of quantity of tasks would keep the Engineer from his normal duties too great a period of time.

The Maintenance Engineer on duty will make an inspection of the sidewalks, the fire hydrants, the Emergency Room ramp, the helipad and all entrances to the Hospital at least once per shift and more frequent as weather conditions require. The Maintenance Engineer shall maintain these areas snow and ice free, (if snow is 2" or less), until such time as scheduled snow removal personnel report to work.

S & M
ARTICLE 11
ON CALL FOR STERILE PROCESSING
DISTRIBUTION TECHNICIANS

1. Employees, if qualified as deemed by Hospital management, rotate the call schedule. The call schedule is determined by management based on the needs of the department. Both full-time and part-time employees rotate the call shifts and are paid the same on call rate.
2. Notwithstanding any other provisions of this Agreement to the contrary, employees who are assigned to be "On Call" (standby - remain available to report to work) shall be compensated one (1) hour of the employees' base rate pay at straight time for every four (4) hours spent on call. The rate will be prorated for hours less than four (4) spent on call. On Call hours not worked are excluded from pension contributions and are not included as fulfilling their Holiday obligation as stated in PTO Article.
3. When employees "On-Call" are called in they shall be paid their regular rate plus the shift differential, if applicable.
4. For the first call in to the Hospital during any eight (8) hour "On-Call" period, employees will be paid a minimum of four (4) hours regular rate of pay. However, if the first call in to the Hospital is less than four (4) hours prior to the next regularly scheduled shift, the employee will be paid for actual time worked only. On-Call pay is not paid when receiving an hourly wage.

Exception: When employee is downsized (called-off) in accordance with Article 21 – "Call Off" – Temporary Downsizing Procedure.
5. For each additional call in to the Hospital during the eight (8) hour "On-Call" period, employees will be paid a minimum of two (2) hours at the regular rate of pay. However, if the additional call in to the Hospital is less than two (2) hours prior to the next regularly scheduled shift, the employee will be paid for actual time worked only.
6. All hours paid for work when called in shall be counted as hours worked for purposes of computing overtime pay. There shall be no pyramiding of hours paid and/or worked.
7. During periods of diminished activity, an employee may wish to be "On Call" status rather than report for duty as scheduled. If such approval is granted by the Department Director or designee, such employee will be eligible for "On Call" pay.
8. The Hospital will endeavor to maintain the current "on call" practice. If the Hospital determines; however, that a change in existing "on call" practice is necessary, the Union shall be notified and given the opportunity to discuss the change.

**S&M
ARTICLE 12
DURATION**

This Agreement shall be effective immediately upon ratification and shall remain in full force and effect until 11:59 pm on March 31, 2026 and shall be automatically renewed for one (1) year cycles thereafter unless either party notifies the other in writing not less than ninety (90) days prior to the end of any termination date that it desires to modify this Agreement. In the event such notice is given, negotiations will begin at a mutually agreeable time prior to the termination date.

Name:	Name:
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Diane M. Pietraszewski	Michele Jerge
System Director, Labor Relations & HR Legal	Administrative Organizer
Date:	Date:
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SERVICE & MAINTENANCE
LETTERS OF AGREEMENT

S&M
LETTER OF AGREEMENT 1
MAINTENANCE/ENGINEER PERSONNEL

This Letter of Agreement is made by and between **MOUNT ST. MARY'S HOSPITAL OF NIAGARA FALLS, NEW YORK** ("Hospital") and **1199SEIU UNITED HEALTHCARE WORKERS EAST** ("Union") (the Hospital and the Union collectively referred to herein as the "Parties") on this 13th day of September, 2010.

This Letter of Agreement is made by and between the Parties based on changes to all engineer positions covered in the current coordinated collective bargaining agreement and future engineer positions.

This Letter of Agreement was originally dated September 13, 2010 and replaced in its entirety the Letter of Agreement dated October 22, 2009 entitled "Maintenance Personnel" on page 78 of the current coordinated collective bargaining agreement contained in the section labeled "Service & Maintenance Individual Bargaining Unit Agreement."

Both Parties met numerous times with several engineers in the Maintenance Department. Due to a difference of opinion and lack of clarity in the interpretation, a Letter of Agreement dated October 22, 1999 as it pertained to the engineers, all job postings were pulled. It was mutually agreed by the Parties that rotating weekends is applicable to all engineer positions, including, but not limited to, the Senior Maintenance Engineer.

Both Parties mutually agree that there is an inequitable distribution of weekend rotation with the lowest senior engineer(s) working most, if not, every weekend.

The Hospital makes every effort to schedule the engineers for every other weekend, unless there is a full week of PTO by an engineer in which case all engineers will rotate weekends equitably thus working more than every other weekend on an as needed basis. The Hospital shall ask for volunteers and if there are no such volunteers, then the additional weekend shift shall be assigned to the employee with the least Hospital seniority on a rotating basis. Individual PTO days will not be approved for weekend shifts.

1. Maintenance Personnel (Excluding Engineers) will work the following schedule:

7:00 A.M. – 3:30 P.M. shift – Monday – Friday
2:30 P.M. – 11:00 P.M. shift – Monday – Friday

Each person will be required, if determined necessary by the Department Head, to work one (1) week of 2:30 P.M. – 11:00 P.M. shift in a five (5)-week period.

The Hospital will make every effort to assign personnel to their area of work "specialty," but it should be noted that this cannot always be done, and all employees will be assigned and expected to perform other duties.

Evening Shifts (2:30 P.M. – 11:00 P.M.). Personnel will be expected to concentrate on work orders and preventive maintenance (PM) work.

Overtime (if needed). In the event the individual on duty cannot repair/solve a problem, he should notify his supervisor. The supervisor will determine: (a) if overtime is needed; (b) whose "specialty" is required to correct the problem; and (c) determine the notification process.

2. Engineers. All Engineers will be expected to replace other Engineers for vacations, holidays, short-term (as provided below) and/or long-term illnesses, etc. without overtime. The Engineer of the shift will concentrate on boiler room duties first, but be expected to perform all other maintenance-type work as qualified and handle floor calls.

There will be a minimum of an eight (8) hour lapse between shifts for all Engineer positions, unless by mutual agreement. This supersedes the Hours of Work Article in the Coordinated Agreement which states a ten (10) hour lapse between shifts.

Overtime (if needed). When another Engineer calls in ill for the next shift, the Engineer on duty will be responsible for working that shift. He can, however, call in a replacement Engineer by using an overtime list and calling the employee with the least amount of overtime first. Any employee who refuses overtime shall be credited with overtime as though it had been worked. They will be expected to handle their overtime list. Overtime rate will be applied if total hours for the week are in excess of forty (40) hours per week or in excess of eight (8) hours in a workday.

3. Snow Plowing. A separate overtime list will be kept for those employees (both Maintenance and Engineers) who are interested in snow plowing.

All other Articles of the Coordinated Agreement would apply unless specifically excluded or modified in a subsequent letter of agreement.

Kindly acknowledge your understanding and acceptance of the contents of this Letter of Agreement by signing your name and date below.

MOUNT ST. MARY'S HOSPITAL

1199 SEIU UNITED HEALTHCARE WORKERS EAST

Diane M. Pietraszewski
System Director, Labor Relations & HR Legal

Michele Jerge
Administrative Organizer

S&M
LETTER OF AGREEMENT 2
MAINTENANCE ENGINEER

The Hospital and Union agreed that the position of Maintenance Engineer will reflect two (2) pay grades as follows:

1. All job postings will reflect a minimum requirement of a Second Class Engineer license with a preferred requirement of a First Class license.
2. The minimum experience is two (2) to five (5) years of Stationary Engineer responsibilities in an industrial or Hospital setting. This position warrants a pay grade 12A.
3. The Maintenance Engineer positions may also reflect the opportunity for on-the-job training.
 - a. In this case the appropriate pay grade will be pay grade 8. The incumbent will be increased to the Probation Rate of Grade 8 upon placement. Effective the first full pay period after 90 days, the incumbent will be increased to Step 0 of pay grade 8.
 - b. After successful completion of one (1) year as a Maintenance Engineer, the incumbent will be increased to pay grade 9, Probation Rate, effective first full pay period after completing one (1) year of pay grade 8. Effective the first full pay period after 90 days in pay grade 9, the incumbent will be increased to Step 0 of pay grade 9.
 - c. After successful completion of the second year as a Maintenance Engineer, the incumbent will be increased to pay grade 10, Probation Rate, effective first full pay period after completing the second year of the three year on-the-job training program. Effective the first full pay period after 90 days in pay grade 10, the incumbent will be increased to Step 0 of pay grade 10.
 - d. The incumbent has the responsibility of notifying the department head and Human Resources that they have met the pre-requisite of two (2) years' experience. The incumbent will then be increased to the Probationary Rate of pay grade 12A the first full pay period after written receipt of the required experience is received in Human Resources. Effective the first full pay period after 90 days in pay grade 12A, the incumbent will be increased to Step 0 of pay grade 12A.
 - e. The incumbent will then progress to Step 1 of pay grade 12A after being in that pay grade for one year. In-step increases will then proceed as though they were a new hire in pay grade 12A.

- f. Since this is an on-the-job training program, this is an exception to the Wage Article that utilizes hospital seniority as the standard for in-step increases.

MOUNT ST. MARY'S HOSPITAL

1199 SEIU UNITED HEALTHCARE WORKERS EAST

Diane M. Pietraszewski
System Director, Labor Relations & HR Legal

Michele Jerge
Administrative Organizer

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TECHNICAL
INDIVIDUAL
BARGAINING UNIT
AGREEMENT

**TECHNICIAN
ARTICLE 1
RECOGNITION**

1. The Hospital recognizes the Union as the exclusive bargaining representative relative to the rates of pay, wages, hours of employment and other conditions of employment for all employees of the Hospital in the contract unit.
2. The employees in the contract unit covered by this Agreement shall be full-time, part-time and per diem in the following job classifications: EKG Technician, EEG Technician, EEG/EKG Technician, Echocardiography Technician, Echocardiography Technician Trainee, Respiratory Care Practitioner, Senior Echocardiography Technician, Senior Mammography Technologist, Senior Medical Sonographer, Special Cardiology Technician, Sr. Respiratory Care Practitioner, CT Scan Technologist, Sr. Interventional Diagnostic Imaging Technologist, Interventional Diagnostic Imaging Technologist, Imaging & Lab Assistant, Mammography Technologist, Medical Sonographer, Medical Sonographer/Diagnostic Imaging Technologist, MRI Technologist, MRI Technologist Trainee, Radiologic Technologist I, Radiologic Technologist II, Sr. CT Technologist, Histotechnician, Lab Assistant/Phlebotomist, Medical Technician, Pharmacy Technician, Occupational Therapist Assistant, Physical Therapist Assistant, Physical Therapy Technician, and Certified Pharmacy Technician. Excluded are all Supervisors, position included in another bargaining unit employed by Mount St. Mary's Hospital at 5300 Military Road, Lewiston, New York.
3. A full-time employee is one who is regularly scheduled to work at least thirty-seven and one-half (37½) hours per payroll week.
4. A part-time employee is one who is regularly scheduled to work at least seven and one-half (7½) hours but less than thirty-seven and one-half (37½) hours per payroll week.
5. A Per Diem employee is defined as one who may be scheduled, but who only works on an "as needed basis" subject to fulfilling the obligations in other Articles of this contract. The Per Diem employees are utilized to accommodate the need for temporary coverage and are not used to fill permanent vacancies. Per Diem employees will be non-benefited unless required by law.

**TECHNICIAN
ARTICLE 2
PROBATIONARY PERIOD**

All regular full-time, regular part-time and per diem employees are considered to be on a probationary status for the first ninety (90) calendar days of employment. The probationary period may be extended by the Hospital up to sixty (60) days for full time employees and ninety (90) days for part time and per diem employees. The Hospital will notify the Union of any extensions of probationary periods. During such probationary period, the employee shall have no seniority standing and shall be subject to transfer, demotion, layoff or discharge in the sole discretion of the Hospital.

All such employees may be terminated with or without cause and without recourse to the grievance procedure during their probationary period. Such employees, if continued in the employ of the Hospital

after the expiration of the probationary period, shall have their seniority computed from the date of their last hire.

**TECHNICIAN
ARTICLE 3
BARGAINING UNIT WORK**

Supervisors and other employees not covered by this Agreement shall not perform Bargaining Unit work if it would result in the elimination of a bargaining unit position, reduction in hours of Bargaining Unit employees below their regular schedule, or elimination or reduction of overtime or additional shift opportunities for Bargaining Unit employees. It is understood, however, that the Hospital's past practice is that certain professionals perform work that Bargaining Unit employees also perform, and that practice will continue, provided it does not result in the elimination of a Bargaining Unit position or additional hours which would otherwise be available for Bargaining Unit employees, provided, however, that any employee performing a procedure in process at the end of a shift, may continue that procedure until its completion.

**TECHNICIAN
ARTICLE 4
JOB POSTING**

With respect to vacancies, the number of employees to be trained will be limited to one (1) employee in any job classification during any ninety (90) day period or the duration of a probationary period regardless of shift. If more than one (1) vacancy occurs in a job classification during this period, the Hospital has the right to recruit and hire from outside the Hospital.

Imaging:

Applicants must meet all minimum requirements of the job description and will be selected in the following order:

1. Applicants from within the same job classification and who have successfully completed job description training within the Department/Unit, by Bargaining Unit Seniority.
*Qualified employees who are competent in the job posting, but are listed in a different job classification will be equally considered.
2. Applicants from within the same Department/Unit and same bargaining unit, regardless of job classification, by Bargaining Unit Seniority.
3. Applicants from within the same collective bargaining unit, by Bargaining Unit Seniority.
4. Applicants from within the Professional & Technical, Service & Maintenance, or Technician bargaining units by Combined Union Hospital Seniority who meet the minimum job description requirements.
5. If a job is not filled internally in accordance with the above paragraphs, the Hospital will consider external applicants who meet the minimum requirements.

**TECHNICIAN
ARTICLE 5
LAYOFF AND RECALL**

SCHEDULE OF JOB CLASSIFICATIONS – TECHNICIAN CONTRACT

The following list represents the current Job Classifications that are recognized within this bargaining unit:

<u>Department</u>	<u>Job Classification</u>
Cardiac Diagnostics/EKG	EKG Technician
Cardiac Diagnostics/EKG	Echocardiography Technician
Cardiac Diagnostics/EKG	Echocardiography Technician Trainee
Cardiac Diagnostics/EKG	Senior Echocardiography Technician
Cardiac Diagnostics/EKG	Special Cardiology Technician
EEG	EEG Technician
EEG	EEG/EKG Technician
Respiratory Care	Respiratory Care Practitioner
Respiratory Care	Sr. Respiratory Care Practitioner
Sleep Lab	
Sleep Lab	
Sleep Lab	
CT Scan	CT Scan Technologist
CT Scan	Sr. CT Technologist
Diagnostic Imaging	Radiologic Technologist I
Interventional Diagnostic Imaging	Interventional Diagnostic Imaging Technologist
Interventional Diagnostic Imaging	Sr. Interventional Diagnostic Imaging Technologist
Mammography	Mammography Technologist
Mammography	Senior Mammography Technologist
Radiology-MRI	MRI Technologist
Ultra Sound	Medical Sonographer
Ultra Sound	Medical Sonographer/Diagnostic Imaging Tech.
Ultra Sound	Senior Medical Sonographer

SCHEDULE OF JOB CLASSIFICATIONS – TECHNICIAN CONTRACT

The following list represents the current Job Classifications that are recognized within this bargaining unit:

Department	Job Classification
Lab-Chemistry/Hematology	Lab. Assistant/Phlebotomist
Lab-Histology	Histotechnician
Lab-Histology	Microbiology/Pathology Assistant
Lab-Hematology/Bact/Microbiology	Medical Technician
Lab	Imaging and Lab Assistant
Pharmacy	Pharmacy Technician
Pharmacy	Certified Pharmacy Technician
Pharmacy	Pharmacy Technician Assistant
Occupational Therapy	Occupational Therapist Assistant
Physical Therapy	Physical Therapist Assistant
Physical Therapy	Physical Therapy Technician

**TECHNICIAN
ARTICLE 6
PAID TIME OFF (PTO)**

1. Christmas/New Year Period

- A. Employees will be required to work no more than one (1) of the following holidays: Christmas Day (commencing with the third (3rd) shift on December 24th and ending with the second (2nd) shift on December 25th) or New Year's Day (commencing with the third (3rd) shift on December 31st and ending with the second (2nd) shift on January 1st).
- B. Christmas Eve Day (December 24th) and New Year's Eve Day (December 31st) are regular workdays for those employees scheduled for the day shift.
- C. In addition, employees scheduled to work the second (2nd) shift on Christmas Eve (December 24th) and New Year's Eve (December 31st) will be required to work no more than one (1) of these two (2) Eves.
- D. In addition, employees working twelve and one-half (12½) hour shifts shall be required to work no more than one (1) of the two (2) Eves (Christmas Eve and New Year's Eve) unless by mutual consent.
- E. The above Holiday assignments and Holiday Eve assignments will be rotated on the basis of seniority from year to year regardless of normally scheduled workdays.

2. Individual PTO days will not be used during a scheduled weekend of work. Exception: Weekend only employees, however, may schedule up to two (2) weekends of PTO per calendar year excluding Easter Sunday, the day before or the day after any time and one-half (1½) holiday or during the period December 15th to December 31st. Employees with fifteen (15) or more years of service will be permitted to use one (1) PTO day on a weekend shift per payroll year.

TECHNICIAN
PAID TIME OFF (PTO)
EXHIBIT #1

The numbers below are the minimum number of employees to be allowed off on vacation. However, if staffing permits, additional employees shall be allowed off on vacation.

Department(s)	Job Classification/Job Family	Minimum Number
Cardiac/Diagnostic/EKG	1 Echocardiography Technician <u>or</u> Echocardiography Technician Trainee <u>or</u> Senior Echocardiography Technician regardless of shift	Per Work Week
EEG Department Cardiac/Diagnostic/EKG EEG Department	EEG Technician; and/or EEG/EKG Technician Special Cardiology Technician	One (1) Off Per Week Regardless of job title
Respiratory Care	1 Respiratory Care Practitioner <u>or</u> Sr. Respiratory Care Practitioner regardless of shift	Per Work Week
Lab-Department	1 Medical Technician regardless of shift 1 Lab. Ass't./Phlebotomist regardless of shift	Per Work Week, Per Title
Pharmacy	1 Pharmacy Technician <u>or</u> Pharmacy Technician Assistant <u>or</u> I.V. Admixture Technician regardless of shift	Per Work Week
Occupational Therapy	1 Occupational Therapist Assistant regardless of shift	Per Work Week
Physical Therapy	1 Physical Therapist Assistant <u>or</u> Physical Therapy Technician regardless of shift	Per Work Week
Ultra Sound	1 Medical Sonographer <u>or</u> Medical Sonographer/Diagnostic Imaging Technologist <u>or</u> Senior Medical Sonographer regardless of shift	Per Work Week
Diagnostic Imaging	Radiologic Technologist 1	Per Work Week
MRI	1 MRI Technologist regardless of shift	Per Work Week
Mammography	1 Mammography Technologist <u>or</u> Senior Mammography Technologist regardless of shift	Per Work Week
Interventional Diagnostic Imaging CT Scan	1 Interventional Diagnostic Imaging Technologist <u>or</u> Sr. Interventional Diagnostic Imaging Technologist <u>or</u> CT Scan Technologist or Sr. CT Scan Technologist	Per Work Week

**TECHNICIAN
ARTICLE 7
HOURS OF WORK**

1. **Physical Therapist Assistants (PTA's) Offsite Work Assignments:** When it is necessary to assign a PTA(s) to work at an offsite location, the following process will be utilized:
 - A. The Department Director or designee will solicit volunteers. Volunteers will be assigned for a period of no longer than ninety (90) calendar days, except by mutual agreement or if deemed necessary by the Department Director or designee to maintain competency for all staff.
 - B. If there are no volunteers, then the offsite work assignment shall be assigned to the least senior PTA(s) on a rotating basis. This assignment will be for no longer than ninety (90) calendar days, except by mutual agreement or if deemed necessary by the Department Director or designee to maintain competency for all staff.

**TECHNICIAN
ARTICLE 8
WAGES**

1. Effective the first full pay period following April 1, 2022, increase rates of pay for all job classifications by three percent (3%).
2. Effective the first full pay period after April 1, 2023, increase rates of pay for all job classifications by three percent (3%).
3. Effective the first full pay period after April 1, 2024, increase rates of pay for all job classifications by three percent (3%).
4. Effective the first full pay period after April 1, 2025, increase rates of pay for all job classifications by one and one quarter of one percent (1.25%).
5. Employees will be paid every other Thursday.
6. **Shift Differential:**
 - A. Employees working on a shift where the majority of their hours are scheduled between 3:00 p.m. and 7:00 a.m. shall receive a shift premium as follows:
Paygrades 5-8 and Paygrades 5P and 7P

Evenings	\$.80 per hour
Nights	\$.80 per hour

Paygrades 9 and higher:

Evenings	\$1.55 per hour
Nights	\$1.96 per hour

7. **Preceptor Pay:**
 - A. An hourly differential of \$0.95 per hour will be paid for employees while precepting new orientees. Preceptors will be selected by the Department Director or their representative. The employee will be obligated to attend the preceptor program, if applicable, and complete the required evaluations and checklists.

8. It is agreed by both parties that the Hospital will hire employees up to the maximum step provided they have equivalent years of experience in a similar position.

[Technical Wage Scale to Follow]

Technician Wage Scale - Effective First Full Pay Period Following April 1, 2022 (April 10, 2022)

Steps 0-9 (3%)

JOB TITLE	Grade	0 Job / Lic.#	1 1 yr.	2 2 yrs.	3 3 yrs.	4 yrs.	5 5 yrs.	6 6-8 yrs.	7 9-10 yrs.	8 11-15 yrs.	9 16-20 yrs.
Lab. Ass't./Phlebotomist (Uncertified) Pharmacy Technician (Uncertified) Physical Therapy Technician Special Cardiology Technician Trainee	MST-6	\$18.06	\$18.48	\$18.78	\$19.14	\$19.56	\$20.18	\$20.54	\$20.73	\$21.21	\$22.01
Lab. Ass't./Phlebotomist (Certified)	MST-6C	\$18.55	\$18.97	\$19.22	\$19.61	\$20.03	\$20.62	\$21.00	\$21.19	\$21.67	\$22.45
Cardiology Holter Technician Pharmacy Technician (Certified) Imaging and Lab Assistant	MST-7	\$19.45	\$19.81	\$20.29	\$20.75	\$21.16	\$21.89	\$22.23	\$22.45	\$22.94	\$23.82
Microbiology/Pathology Assistant Sleep Technician Trainee Physical Therapist Assistant Occupational Therapist Assistant Sleep Technician (Non-registered)	MST-8 MST-9	\$20.40 \$23.48	\$20.96 \$23.97	\$21.39 \$24.53	\$21.85 \$25.01	\$22.42 \$25.51	\$23.14 \$26.09	\$23.56 \$26.91	\$23.79 \$27.20	\$24.33 \$27.80	\$25.24 \$28.84
Senior Sleep Technician (Registry Eligible)	MST-9D	\$24.58	\$25.04	\$25.61	\$26.10	\$26.58	\$27.18	\$28.02	\$28.27	\$28.89	\$29.98
Sleep Technician (Registered)	MST-9L	\$26.54	\$27.03	\$27.61	\$28.12	\$28.63	\$29.17	\$30.07	\$30.41	\$31.08	\$32.22
Senior Sleep Technician (Registered) Medical Technician	MST-10	\$26.73	\$27.19	\$27.76	\$28.29	\$28.83	\$29.41	\$30.22	\$30.49	\$31.19	\$32.41
Echocardiography Technician Trainee	MST-10A	\$27.45	\$28.21	\$28.81	\$29.36	\$29.99	\$30.56	\$31.04	\$31.23	\$31.93	\$33.54
Radiologic Technologist I	MST-10B		\$27.89	\$28.34	\$28.93	\$29.53	\$30.29	\$31.11	\$31.42	\$32.11	\$33.36
Histotechnician	MST-10C	\$27.70	\$29.18	\$29.83	\$30.37	\$31.02	\$31.66	\$32.12	\$32.29	\$33.00	\$34.70
CT Scan Technologist* MRI Technologist Trainee Mammography Technologist	MST-10Z		\$29.24	\$29.69	\$30.29	\$31.33	\$32.03	\$32.89	\$33.23	\$33.95	\$35.25
Respiratory Care Practitioner** Sr. Respiratory Care Practitioner	MST-13		\$31.56	\$32.13	\$32.68	\$33.27	\$33.83	\$34.61	\$34.97	\$35.74	\$37.08
Interventional Diagnostic Imaging Technologist	MST-13S		\$33.67	\$34.43	\$35.08	\$35.81	\$36.49	\$37.58	\$37.92	\$38.77	\$40.24
MRI Technologist (MRI Certified)	MST-13Z		\$33.84	\$34.58	\$35.30	\$35.97	\$36.70	\$37.76	\$38.12	\$38.95	\$40.46
Senior Mammography Technologist Senior CT Scan Technologist	MST-14		\$34.03	\$34.73	\$35.45	\$36.17	\$36.88	\$37.92	\$38.30	\$39.16	\$40.65
Medical Sonographer (RDMS Registry Eligible) Medical Sonographer/Diagnostic Imaging Technologist (RDMS Registry Eligible) Echocardiography Technician (Registry eligible)	MST-15		\$36.64	\$37.43	\$38.24	\$39.14	\$39.87	\$41.05	\$41.46	\$42.37	\$43.94
Medical Sonographer (RDMS Registered) Echocardiography Technician (Registered) Medical Sonographer/Diagnostic Imaging Technologist (RDMS Registered)	MST-15A		\$37.47	\$38.27	\$39.11	\$40.01	\$40.73	\$41.88	\$42.31	\$43.25	\$44.87
Sr. Echocardiography Technician Sr. Interventional Diagnostic Imaging Technologist Senior Medical Sonographer	MST-16		\$38.33	\$39.16	\$39.96	\$40.86	\$41.57	\$42.75	\$43.19	\$44.16	\$45.79

Note: Once an employee reaches the last step in their grade that is not a longevity step (unshaded & before the bold line), they will progress to the longevity step based on years of continuous service, regardless of years of service in a job classification.

*To be paid as a Radiologic Technologist I (Grade 10B) until fully trained in CT Scan.

Effective the first full pay period following ratification, the Senior Echo Technician will be paid an additional two dollars (\$2.00) per hour for all hours worked.

E.K.G./E.E.G. TECHNICIANS	Grade	0 Job / Lic #.	1 1 yr.	2 2 yrs.	3 3 yrs.	4 yrs.	5 5-6 yrs.	6 7-8 yrs.	7 9-10 yrs.	8 11-15 yrs.	9 16-20 yrs.
E.E.G. Technician EEG/EKG Technician Special Cardiology Technician	MST-7P	\$19.46	\$19.89	\$20.96	\$21.62	\$21.95	\$24.03	\$24.36	\$24.48	\$27.30	\$28.78

Technician Wage Scale - Effective First Full Pay Period Following April 1, 2023 (April 9, 2023)
Steps 0-9 (3%)

JOB TITLE	Grade	0 Job / Lic.	1 1 yr.	2 2 yrs.	3 3 yrs.	4 yrs.	5 5 yrs.	6 6-8 yrs.	7 9-10 yrs.	8 11-15 yrs.	9 16-20 yrs.
Lab. Ass't./Phlebotomist (Uncertified) Pharmacy Technician (Uncertified) Physical Therapy Technician Special Cardiology Technician Trainee	MST-6	\$18.60	\$19.03	\$19.34	\$19.71	\$20.15	\$20.79	\$21.16	\$21.35	\$21.85	\$22.67
Lab. Ass't./Phlebotomist (Certified)	MST-6C	\$19.11	\$19.54	\$19.80	\$20.20	\$20.63	\$21.24	\$21.63	\$21.83	\$22.32	\$23.12
Cardiology Holter Technician Pharmacy Technician (Certified) Imaging and Lab Assistant	MST-7	\$20.03	\$20.40	\$20.90	\$21.37	\$21.79	\$22.55	\$22.90	\$23.12	\$23.63	\$24.53
Microbiology/Pathology Assistant Sleep Technician Trainee	MST-8	\$21.01	\$21.59	\$22.03	\$22.51	\$23.09	\$23.83	\$24.27	\$24.50	\$25.06	\$26.00
Physical Therapist Assistant Occupational Therapist Assistant Sleep Technician (Non-registered)	MST-9	\$24.18	\$24.69	\$25.27	\$25.76	\$26.28	\$26.87	\$27.72	\$28.02	\$28.63	\$29.71
Senior Sleep Technician (Registry Eligible)	MST-9D	\$25.32	\$25.79	\$26.38	\$26.88	\$27.38	\$28.00	\$28.86	\$29.12	\$29.76	\$30.88
Sleep Technician (Registered)	MST-9L	\$27.34	\$27.84	\$28.44	\$28.96	\$29.49	\$30.05	\$30.97	\$31.32	\$32.01	\$33.19
Senior Sleep Technician (Registered) Medical Technician	MST-10	\$27.53	\$28.01	\$28.59	\$29.14	\$29.69	\$30.29	\$31.13	\$31.40	\$32.13	\$33.38
Echocardiography Technician Trainee	MST-10A	\$28.27	\$29.06	\$29.67	\$30.24	\$30.89	\$31.48	\$31.97	\$32.17	\$32.89	\$34.55
Radiologic Technologist I	MST-10B	\$0.00	\$28.73	\$29.19	\$29.80	\$30.42	\$31.20	\$32.04	\$32.36	\$33.07	\$34.36
Histotechnician	MST-10C	\$28.53	\$30.06	\$30.72	\$31.28	\$31.95	\$32.61	\$33.08	\$33.26	\$33.99	\$35.74
CT Scan Technologist* MRI Technologist Trainee Mammography Technologist	MST-10Z		\$30.12	\$30.58	\$31.20	\$32.27	\$32.99	\$33.88	\$34.23	\$34.97	\$36.31
Respiratory Care Practitioner** Sr. Respiratory Care Practitioner	MST-13		\$32.51	\$33.09	\$33.66	\$34.27	\$34.84	\$35.65	\$36.02	\$36.81	\$38.19
Interventional Diagnostic Imaging Technologist	MST-13S		\$34.68	\$35.46	\$36.13	\$36.88	\$37.58	\$38.71	\$39.06	\$39.93	\$41.45
MRI Technologist (MRI Certified)	MST-13Z		\$34.86	\$35.62	\$36.36	\$37.05	\$37.80	\$38.89	\$39.26	\$40.12	\$41.67
Senior Mammography Technologist Senior CT Scan Technologist	MST-14		\$35.05	\$35.77	\$36.51	\$37.26	\$37.99	\$39.06	\$39.45	\$40.33	\$41.87
Medical Sonographer (RDMS Registry Eligible) Medical Sonographer/Diagnostic Imaging Technologist (RDMS Registry Eligible) Echocardiography Technician (Registry eligible)	MST-15		\$37.74	\$38.55	\$39.39	\$40.31	\$41.07	\$42.28	\$42.70	\$43.64	\$45.26
Medical Sonographer (RDMS Registered) Echocardiography Technician (Registered) Medical Sonographer/Diagnostic Imaging Technologist (RDMS Registered)	MST-15A		\$38.59	\$39.42	\$40.28	\$41.21	\$41.95	\$43.14	\$43.58	\$44.55	\$46.22
Sr. Echocardiography Technician Sr. Interventional Diagnostic Imaging Technologist Senior Medical Sonographer	MST-16		\$39.48	\$40.33	\$41.16	\$42.09	\$42.82	\$44.03	\$44.49	\$45.48	\$47.16

Once an employee reaches the last step in their grade that is not a longevity step (unshaded & before the bold line), they will progress to the longevity step based on years of continuous service, regardless of years of service in a job classification.

*To be paid as a Radiologic Technologist I (Grade 10B) until fully trained in CT Scan.

Effective the first full pay period following ratification, the Senior Echo Technician will be paid an additional two dollars (\$2.00) per hour for all hours worked.

E.K.G./E.E.G. TECHNICIANS	Grade	0 Job / Lic.	1 1 yr.	2 2 yrs.	3 3 yrs.	4 yrs.	5 5-6 yrs.	6 7-8 yrs.	7 9-10 yrs.	8 11-15 yrs.	9 16-20 yrs.
E.E.G. Technician EEG/EKG Technician Special Cardiology Technician	MST-7P	\$20.04	\$20.49	\$21.59	\$22.27	\$22.61	\$24.75	\$25.09	\$25.21	\$28.12	\$29.64

Technician Wage Scale - Effective First Full Pay Period Following April 1, 2024 (April 7, 2024)
Steps 0-9 (3%)

JOB TITLE	Grade	0 Job / Lic.	1 1 yr.	2 2 yrs.	3 3 yrs.	4 yrs.	5 5 yrs.	6 6-8 yrs.	7 9-10 yrs.	8 11-15 yrs.	9 16-20 yrs.
Lab. Ass't./Phlebotomist (Uncertified) Pharmacy Technician (Uncertified) Physical Therapy Technician Special Cardiology Technician Trainee	MST-6	\$19.16	\$19.60	\$19.92	\$20.30	\$20.75	\$21.41	\$21.79	\$21.99	\$22.51	\$23.35
Lab. Ass't./Phlebotomist (Certified)	MST-6C	\$19.68	\$20.13	\$20.39	\$20.81	\$21.25	\$21.88	\$22.28	\$22.48	\$22.99	\$23.81
Cardiology Holter Technician Pharmacy Technician (Certified) Imaging and Lab Assistant	MST-7	\$20.63	\$21.01	\$21.53	\$22.01	\$22.44	\$23.23	\$23.59	\$23.81	\$24.34	\$25.27
Microbiology/Pathology Assistant Sleep Technician Trainee	MST-8	\$21.64	\$22.24	\$22.69	\$23.19	\$23.78	\$24.54	\$25.00	\$25.24	\$25.81	\$26.78
Physical Therapist Assistant Occupational Therapist Assistant Sleep Technician (Non-registered)	MST-9	\$24.91	\$25.43	\$26.03	\$26.53	\$27.07	\$27.68	\$28.55	\$28.86	\$29.49	\$30.60
Senior Sleep Technician (Registry Eligible)	MST-9D	\$26.08	\$26.56	\$27.17	\$27.69	\$28.20	\$28.84	\$29.73	\$29.99	\$30.65	\$31.81
Sleep Technician (Registered)	MST-9L	\$28.16	\$28.68	\$29.29	\$29.83	\$30.37	\$30.95	\$31.90	\$32.26	\$32.97	\$34.19
Senior Sleep Technician (Registered) Medical Technician	MST-10	\$28.36	\$28.85	\$29.45	\$30.01	\$30.58	\$31.20	\$32.06	\$32.34	\$33.09	\$34.38
Echocardiography Technician Trainee	MST-10A	\$29.12	\$29.93	\$30.56	\$31.15	\$31.82	\$32.42	\$32.93	\$33.14	\$33.88	\$35.59
Radiologic Technologist I	MST-10B	\$29.59	\$29.99	\$30.7	\$30.69	\$31.33	\$32.14	\$33.00	\$33.33	\$34.06	\$35.39
Histotechnician	MST-10C	\$29.39	\$30.96	\$31.64	\$32.22	\$32.91	\$33.59	\$34.07	\$34.26	\$35.01	\$36.81
CT Scan Technologist* MRI Technologist Trainee Mammography Technologist	MST-10Z		\$31.02	\$31.50	\$32.14	\$33.24	\$33.98	\$34.90	\$35.26	\$36.02	\$37.40
Respiratory Care Practitioner** Sr. Respiratory Care Practitioner	MST-13		\$33.49	\$34.08	\$34.67	\$35.30	\$35.89	\$36.72	\$37.10	\$37.91	\$39.34
Interventional Diagnostic Imaging Technologist	MST-13S		\$35.72	\$36.52	\$37.21	\$37.99	\$38.71	\$39.87	\$40.23	\$41.13	\$42.69
MRI Technologist (MRI Certified)	MST-13Z		\$35.91	\$36.69	\$37.45	\$38.16	\$38.93	\$40.06	\$40.44	\$41.32	\$42.92
Senior Mammography Technologist Senior CT Scan Technologist	MST-14		\$36.10	\$36.84	\$37.61	\$38.38	\$39.13	\$40.23	\$40.63	\$41.54	\$43.13
Medical Sonographer (RDMS Registry Eligible) Medical Sonographer/Diagnostic Imaging Technologist (RDMS Registry Eligible) Echocardiography Technician (Registry eligible)	MST-15		\$38.87	\$39.71	\$40.57	\$41.52	\$42.30	\$43.55	\$43.98	\$44.95	\$46.62
Medical Sonographer (RDMS Registered) Echocardiography Technician (Registered) Medical Sonographer/Diagnostic Imaging Technologist (RDMS Registered)	MST-15A		\$39.75	\$40.60	\$41.49	\$42.45	\$43.21	\$44.43	\$44.89	\$45.89	\$47.61
Sr. Echocardiography Technician Sr. Interventional Diagnostic Imaging Technologist Senior Medical Sonographer	MST-16		\$40.66	\$41.54	\$42.39	\$43.35	\$44.10	\$45.35	\$45.82	\$46.84	\$48.57

Once an employee reaches the last step in their grade that is not a longevity step (unshaded & before the bold line), they will progress to the longevity step based on years of continuous service, regardless of years of service in a job classification.

*To be paid as a Radiologic Technologist I (Grade 10B) until fully trained in CT Scan.

Effective the first full pay period following ratification, the Senior Echo Technician will be paid an additional two dollars (\$2.00) per hour for all hours worked.

E.K.G./E.E.G. TECHNICIANS	Grade	0 Job / Lic.	1 1 yr.	2 2 yrs.	3 3 yrs.	4 yrs.	5 5-6 yrs.	6 7-8 yrs.	7 9-10 yrs.	8 11-15 yrs.	9 16-20 yrs.
E.E.G. Technician EEG/EKG Technician Special Cardiology Technician	MST-7P	\$20.64	\$21.10	\$22.24	\$22.94	\$23.29	\$25.49	\$25.84	\$25.97	\$28.96	\$30.53

Technician Wage Scale - Effective First Full Pay Period Following April 1, 2025 (April 6, 2025)
Steps 0-9 (1.25%)

JOB TITLE	Grade	0 Job / Lic.	1 1 yr.	2 2 yrs.	3 3 yrs.	4 yrs.	5 5 yrs.	6 6-8 yrs.	7 9-10 yrs.	8 11-15 yrs.	9 16-20 yrs.
Lab. Ass't./Phlebotomist (Uncertified) Pharmacy Technician (Uncertified) Physical Therapy Technician Special Cardiology Technician Trainee	MST-6	\$19.40	\$19.85	\$20.17	\$20.55	\$21.01	\$21.68	\$22.06	\$22.26	\$22.79	\$23.64
Lab. Ass't./Phlebotomist (Certified)	MST-6C	\$19.93	\$20.38	\$20.64	\$21.07	\$21.52	\$22.15	\$22.56	\$22.76	\$23.28	\$24.11
Cardiology Holter Technician Pharmacy Technician (Certified) Imaging and Lab Assistant	MST-7	\$20.89	\$21.27	\$21.80	\$22.29	\$22.72	\$23.52	\$23.88	\$24.11	\$24.64	\$25.59
Microbiology/Pathology Assistant Sleep Technician Trainee	MST-8	\$21.91	\$22.52	\$22.97	\$23.48	\$24.08	\$24.85	\$25.31	\$25.56	\$26.13	\$27.11
Physical Therapist Assistant Occupational Therapist Assistant Sleep Technician (Non-registered)	MST-9	\$25.22	\$25.75	\$26.36	\$26.86	\$27.41	\$28.03	\$28.91	\$29.22	\$29.86	\$30.98
Senior Sleep Technician (Registry Eligible)	MST-9D	\$26.41	\$26.89	\$27.51	\$28.04	\$28.55	\$29.20	\$30.10	\$30.36	\$31.03	\$32.21
Sleep Technician (Registered)	MST-9L	\$28.51	\$29.04	\$29.66	\$30.20	\$30.75	\$31.34	\$32.30	\$32.66	\$33.38	\$34.62
Senior Sleep Technician (Registered) Medical Technician	MST-10	\$28.71	\$29.21	\$29.82	\$30.39	\$30.96	\$31.59	\$32.46	\$32.74	\$33.50	\$34.81
Echocardiography Technician Trainee	MST-10A	\$29.48	\$30.30	\$30.94	\$31.54	\$32.22	\$32.83	\$33.34	\$33.55	\$34.30	\$36.03
Radiologic Technologist I	MST-10B	\$0.00	\$29.96	\$30.45	\$31.07	\$31.72	\$32.54	\$33.41	\$33.75	\$34.49	\$35.83
Histotechnician	MST-10C	\$29.76	\$31.35	\$32.04	\$32.62	\$33.32	\$34.01	\$34.50	\$34.69	\$35.45	\$37.27
CT Scan Technologist* MRI Technologist Trainee Mammography Technologist	MST-10Z		\$31.41	\$31.89	\$32.54	\$33.66	\$34.40	\$35.34	\$35.70	\$36.47	\$37.87
Respiratory Care Practitioner** Sr. Respiratory Care Practitioner	MST-13		\$33.91	\$34.51	\$35.10	\$35.74	\$36.34	\$37.18	\$37.56	\$38.38	\$39.83
Interventional Diagnostic Imaging Technologist	MST-13S		\$36.17	\$36.98	\$37.68	\$38.46	\$39.19	\$40.37	\$40.73	\$41.64	\$43.22
MRI Technologist (MRI Certified)	MST-13Z		\$36.36	\$37.15	\$37.92	\$38.64	\$39.42	\$40.56	\$40.95	\$41.84	\$43.46
Senior Mammography Technologist Senior CT Scan Technologist	MST-14		\$36.55	\$37.30	\$38.08	\$38.86	\$39.62	\$40.73	\$41.14	\$42.06	\$43.67
Medical Sonographer (RDMS Registry Eligible) Medical Sonographer/Diagnostic Imaging Technologist (RDMS Registry Eligible) Echocardiography Technician (Registry eligible)	MST-15		\$39.36	\$40.21	\$41.08	\$42.04	\$42.83	\$44.09	\$44.53	\$45.51	\$47.20
Medical Sonographer (RDMS Registered) Echocardiography Technician (Registered) Medical Sonographer/Diagnostic Imaging Technologist (RDMS Registered)	MST-15A		\$40.25	\$41.11	\$42.01	\$42.98	\$43.75	\$44.99	\$45.45	\$46.46	\$48.21
Sr. Echocardiography Technician Sr. Interventional Diagnostic Imaging Technologist Senior Medical Sonographer	MST-16		\$41.17	\$42.06	\$42.92	\$43.89	\$44.65	\$45.92	\$46.39	\$47.43	\$49.18

Once an employee reaches the last step in their grade that is not a longevity step (unshaded & before the bold line), they will progress to the longevity step based on years of continuous service, regardless of years of service in a job classification.

*To be paid as a Radiologic Technologist I (Grade 10B) until fully trained in CT Scan.

Effective the first full pay period following ratification, the Senior Echo Technician will be paid an additional two dollars (\$2.00) per hour for all hours worked.

E.K.G./E.E.G. TECHNICIANS	Grade	0 Job / Lic.	1 1 yr.	2 2 yrs.	3 3 yrs.	4 yrs.	5 5-6 yrs.	6 7-8 yrs.	7 9-10 yrs.	8 11-15 yrs.	9 16-20 yrs.
E.E.G. Technician EEG/EKG Technician Special Cardiology Technician	MST-7P	\$20.90	\$21.36	\$22.52	\$23.23	\$23.58	\$25.81	\$26.16	\$26.29	\$29.32	\$30.91

**TECHNICIAN
ARTICLE 9
ON CALL**

1. Employees, if qualified as deemed by Hospital management, rotate the call schedule. The call schedule is determined by management based on the needs of the department. Both full-time and part-time employees rotate the call shifts and are paid the same on call rate. Per diems may be included in call coverage, if needed.
2. Notwithstanding any other provisions of this Agreement to the contrary, employees who are assigned to be "On Call" (standby - remain available to report to work) shall be compensated one (1) hour of pay at the employee's base rate for every four (4) hours spent "On call." The rate paid will be prorated for hours less than four (4) spent "On call." On Call hours not worked are excluded from pension contributions and are not included as fulfilling their Holiday obligation as stated in PTO Article.
3. "On call" CT and Diagnostic Imaging will rotate as per current practice.
4. When employees "On-Call" are called in they shall be paid their regular rate plus the shift differential, if applicable.
5. For the first call in to the Hospital during any eight (8) hour "On-Call" period, employees will be paid a minimum of four (4) hours regular rate of pay. However, if the first call in to the Hospital is less than four (4) hours prior to the next regularly scheduled shift, the employee will be paid for actual time worked only.
6. For each additional call in to the Hospital during the eight (8) hour "On-Call" period, employees will be paid a minimum of two (2) hours at the regular rate of pay. However, if the additional call in to the Hospital is less than two (2) hours prior to the next regularly scheduled shift, the employee will be paid for actual time worked only.
7. All hours paid for work when called in shall be counted as hours worked for purposes of computing overtime pay. There shall be no pyramiding of hours paid and/or worked.
8. The Hospital will endeavor to maintain the current "on call" practice. If the Hospital determines; however, that a change in existing "on call" practice is necessary, the Union shall be notified and given the opportunity to discuss the change.
9. In the event that the scheduled on-call person is unable to meet their obligation, the Manager will first seek volunteers. If there are no volunteers, the Manager may assign the on-call on a rotational inverse seniority basis, using employees already working that day. No employee shall be expected to cover on-call if they are on a day off or scheduled PTO.
10. Temporary downsizing will first be offered to any employee who had less than eight (8) hours between the end of their worked time on call and the start of their scheduled shift.
11. Refer to Overtime Article.

**TECHNICIAN
ARTICLE 10
OVERTIME**

1. A one hundred- and fifty-dollar (\$150.00) incentive will be offered to any employee who comes in on overtime to cover the entire night shift per occurrence. In order to receive a prorated partial shift incentive, the employee must work at least seven (7) hours between 11 pm and 7 am. In the event two (2) Respiratory Care Practitioners are scheduled on nights and one calls in, the Employer will determine if an additional Respiratory Care Practitioner is needed based on census.
2. **Twelve and One Half (12½) Hour Shift Respiratory Care Practitioners:**
When a Respiratory Care Practitioner calls in for the next shift, the employee who is on duty will be required to work one half (½) of the hours of the called in shift. There will be a Respiratory Care Practitioner on call from the on-coming day shift daily and will be required to come in and work the remaining hours.
3. Mandatory Overtime will be administered in compliance with all applicable laws, including New York State law regarding restrictions on Mandatory Overtime. The least senior employee on duty shall be mandated to work. Prior to the implementation of a change for an entire Department/Unit or Job Classification to twelve and one half (12½) shifts, the Hospital will notify the Union in writing of the proposed change at least thirty (30) days prior to its implementation and give the Union an opportunity to discuss such changes as it relates to Mandatory Overtime and propose alternatives prior to implementation.
4. When a CAT Scan Technologist calls in
 - A. Between 7:00 a.m. Monday and 11:30 p.m. Friday:
 1. Offer the time to Regular Part Time employees first, then Per Diems who would be able to work at straight time.
 2. If there are no employees who could work at straight time, then the overtime shall be offered to the most senior employee on duty. If the Technologist has given more than twenty-four (24) hours' notice of their absence, the overtime shall be offered to all employees in order of seniority regardless of whether they are on duty the day of the call in.
 3. If there are no volunteers, then the least senior employee on duty whose shift would incur the least amount of overtime shall be required to work six (6) hours of the called in shift.
 4. If there is an employee designated as "On Call" for the called in shift, that employee will be required to come in and work the remaining hours of the called-in shift.
 5. In all cases, only employees who possess the qualifications to perform the job will be offered and/or scheduled the extra time.
 - B. Between 11:30 p.m. Friday and 7:00 a.m. Monday: Employees shall not be assigned for more than four (4) consecutive hours of "On Call", unless by mutual agreement.

Exception: Eight (8) hours of consecutive “On Call” can be assigned on recognized holidays.

1. The employee designated as “On Call” for the oncoming shift will be required to come in. The CT Technologist on duty will be required to stay until the on-call Technologist comes in at the scheduled call time. If the Technologist has given more than twenty-four (24) hours’ notice of their absence, or prior to the start of the 7:00 am Saturday shift, first offer the time to Regular Part Time employees, then Per Diems who are able to work at straight time. If there are no volunteers at straight time, overtime shall be offered to all employees in order of seniority, regardless of whether they are on duty the day of the call in.

5. When an X-Ray Technologist calls in for an X-ray shift the following procedure shall apply:
 - a. Offer the time to Regular Part Time employees first, then Per Diems who would be able to work at straight time.

 - b. If there are no employees who could work at straight time and where there is not an X-Ray Technologist on call, the overtime will be offered to the most senior employee on duty who possesses the qualifications to perform the job. If the Technologist has given more than twenty-four (24) hours’ notice of their absence, the overtime shall be offered to all employees in order of seniority, regardless of whether they are on duty the day of the call in.

 - c. If there are no volunteers to work the shift and there is an X-Ray Technologist designated as “On Call” for the called in shift, that employee will be required to come in and work the entire shift if needed.

**TECHNICIAN
ARTICLE 11
PENSION AND WELFARE**

1. The Hospital shall make the following monthly contributions to the Union Pension Fund for active post probationary full-time employees up to a maximum of 1950 hours and after one (1) year of service for part-time employees in positions authorized to work fifteen (15) hours or more per week or a minimum of .4 Full Time Equivalent (FTE) per pay period up to a maximum of 1950 hours. “On Call” hours not worked are excluded from pension contributions.

2. All Hospital contributions to the SEIU 1199 Regional Pension Fund as set forth in the Agreement shall be made monthly and shall be due and payable no later than the fifteenth (15th) of the following month using remittance reports furnished by the Pension Fund.

3. Effective January 1, 2023, the hourly contributions subject to the maximum of paragraph 1 above, will be as follows:

Pay Grades 6-8

New hires	\$0.80
Current – 5 years	\$1.15
6 – 15 years	\$1.25
16+ years	\$1.35

Pay Grades 9-13

New hires	\$0.90
Current – 5 years	\$1.25
6 – 15 years	\$1.35
16+ years	\$1.45

Pay Grades 13S-16

New hires	\$1.05
Current – 5 years	\$1.35
6 – 15 years	\$1.45
16+ years	\$1.55

Pay Grades MST-7P

New hires	\$1.15
Current – 5 years	\$1.45
6 – 15 years	\$1.55
16+ years	\$1.65

Effective January 1, 2025, the hourly contributions subject to the maximum of paragraph 1 above, will be as follows:

Pay Grades 6-8

New hires	\$0.80
Current – 5 years	\$1.20
6 – 15 years	\$1.30
16+ years	\$1.40

Pay Grades 9-13

New hires	\$0.90
Current – 5 years	\$1.30
6 – 15 years	\$1.40
16+ years	\$1.50

Pay Grades 13S-16

New hires	\$1.05
Current – 5 years	\$1.40
6 – 15 years	\$1.50
16+ years	\$1.60

Pay Grades MST-7P

New hires	\$1.15
Current – 5 years	\$1.50
6 – 15 years	\$1.60
16+ years	\$1.70

4. The Pension Fund shall be administered pursuant to provisions of an Agreement and Declaration of Trust, any restatements of or amendments to such Agreement and Declaration of Trust, policies, rules and regulations established by its Trustees. Such Agreement and Declaration of Trust, rules, regulations and policies, including Collections Policy, of such Pension Fund together

with any restatement or amendment thereto, are incorporated herein by reference as if fully set forth herein. The Agreement and Declaration of Trust, the Pension Fund's Collection Policy and all other rules, regulations and policies of the Pension Fund govern and supersede any inconsistent provisions of this Agreement.

5. All monies paid into and/or due and owing the Pension Fund specified in this Article will be vested and remain exclusively in the Trust of the Pension Fund; outstanding and withheld contributions constitute plan assets.
6. The Hospital agrees to enroll each covered employee using the Fund's enrollment card and forward it to the Fund Office as soon as possible after date of hire.
7. The Hospital agrees to provide the Fund Office each covered employee's full name, address, social security number, date of hire, employment status and date of birth with their first month's contribution payment.
8. Even though the Employer may not be required to tender Employer contributions to the Pension Fund for certain bargaining unit employees (hereafter "non-contributing employees") it is obligated to provide the same information for these non-contributing employees as provided for those bargaining unit employees on whose behalf employee contributions are required.

**TECHNICAN
ARTICLE 13
DURATION**

This Agreement shall be effective immediately upon ratification and shall remain in full force and effect until 11:59 pm on March 31, 2026 and shall be automatically renewed for one (1) year cycles thereafter unless either party notifies the other in writing not less than ninety (90) days prior to the end of any termination date that it desires to modify this Agreement. In the event such notice is given, negotiations will begin at a mutually agreeable time prior to the termination date.

Name:

Name:

Diane M. Pietraszewski

Michele Jerge

System Director, Labor Relations & HR Legal

Administrative Organizer

Date:

Date:

SIDE LETTER
DIAGNOSTIC IMAGING SCHEDULING

For the Diagnostic Imaging Department, employees will not be required to work more than one (1) shift per pay period over their authorized hours for a maximum of thirteen (13) of the twenty-six (26) annual pay periods unless mutually agreed upon.

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PROFESSIONAL &
TECHNICAL
(NURSE)
INDIVIDUAL
BARGAINING UNIT
AGREEMENT

P&T (NURSE)
ARTICLE 1
RECOGNITION

1. The Hospital recognizes the Union as the exclusive bargaining representative relative to the rates of pay, wages, hours of employment and other conditions of employment for all employees of the Hospital in the contract unit.
2. The employees in the contract unit covered by this Agreement shall be full-time, part-time and per diem professional Staff Nurses and Licensed Practical Nurses in the Patient Care Services Division and Clearview Treatment Services, Perioperative Staff Nurses, Surgical Technicians and RN First Assistants, Neighborhood Health Center RN, Neighborhood Health Center LPN, Sr. RN Case Manager; RN Case Manager; Diagnostic Imaging Interventional Nurse; Sr. Diagnostic Imaging Interventional Nurse; Sr. Registered Professional Nurse-CardioPulmonary Services; Registered Professional Nurse-CardioPulmonary Services, Dialysis RN, Infusion RN and LPN-OB/GYN. Excluded are all Supervisory Nurses, In-Service Education Nurses, Employee Health Nurses, Secretarial and Clerical employees employed by Mount St. Mary's Hospital at 5300 Military Road, Lewiston, New York.
3. A full-time employee is one who is regularly scheduled to work at least thirty-seven and one-half (37½) hours per payroll week.
4. A part-time employee is one who is regularly scheduled to work at least seven and one-half (7½) hours but less than thirty-seven and one-half (37½) hours per payroll week.
5.
 - A. A Per Diem employee is defined as one who may be scheduled, but who only works on an "as needed basis" subject to fulfilling the obligations in other Articles of this contract. The Per Diem employees are utilized to accommodate the need for temporary coverage and are not used to fill permanent vacancies. Per Diem employees will be non-benefited, unless required by law. Per Diem employees will be limited to twenty-five (25%) of the total number of bargaining employees in this bargaining unit. All attempts to fill nursing vacancies must be made among the full-time and part-time employees before Per Diem personnel will be used as long as it does not involve overtime. A list of available part-time employees willing to work extra time, holidays and weekends will be kept in the Patient Care Services Office and will be utilized before any Per Diem personnel is called. It is the responsibility of the employee to update their availability status by notifying Patient Care Services. In addition, it is the responsibility of the Per Diem employee in the Perioperative Services Division to update their availability status by notifying the Director.
 - B. Department Heads that are not part of the Patient Care Services and/or Perioperative Services Divisions will maintain a list of available part-time employees willing to work extra time, holidays and weekends which will be kept in each department and will be utilized before any per diem personnel are called in as long as it does not involve overtime or premium pay. It is the responsibility of the employee to update their availability status by notifying their department management.
2. For the non-Patient Care Services and non-Perioperative Services Departments, it is understood that any reference in the collective bargaining unit contract to floor, unit or clinical unit is interpreted to mean Department.

P&T (NURSE)
ARTICLE 2
PROBATIONARY PERIOD

1. All regular full-time and regular part-time employees are considered to be on a probationary status for the first ninety (90) calendar days of employment. The probationary period may be extended by the Hospital, with notice to the employee, up to a maximum of ninety (90) additional days as deemed necessary in lieu of termination. During such probationary period, the employee shall have no seniority standing and shall be subject to transfer, demotion, layoff or discharge in the sole discretion of the Hospital.
2. All such employees may be terminated with or without cause and without recourse to the grievance procedure during their probationary period. Such employees, if continued in the employ of the Hospital after the expiration of the probationary period, shall have their seniority computed from the date of their last hire.

P&T (NURSE)
ARTICLE 3
BARGAINING UNIT WORK

It is understood, however, that supervisors not covered by the bargaining agreement, shall not be permitted to perform bargaining unit duties which would permanently replace an employee in the bargaining unit.

P&T (NURSE)
ARTICLE 4
ORIENTATION

Newly hired Graduate Nurses (GNs), Registered Nurses (RNs), Licensed Practical Nurses (LPNs), and Surgical Technicians who transfer to a new position shall receive orientation.

GNs and RNs or Surgical Technicians with no experience shall have a minimum ten (10) week period of orientation. Licensed Practical Nurses with no experience shall have a minimum two (2) week orientation. This orientation period may be shortened by mutual agreement of the employee and management. Experienced employees will have individualized orientation based on needs assessment.

General Requirements:

- A. If mutually agreed upon, employees will work full-time for the length of orientation. Otherwise, employees will be oriented on their budgeted hours and shift.
- B. Orientees shall commit to flexibility in meeting scheduling requirements as part of orientation in order to obtain optimal learning. This involves working all shifts, if mutually agreed upon. It is understood that in some departments, orientees will be expected to rotate shifts, work weekends and assume call responsibilities with mentor support. It is further understood and agreed that work schedules, once posted, are relied upon by the employee and will not be changed except when mutually agreed to by management and the employee.
- C. Management agrees not to float employees currently completing orientation for all areas.

- D. It is understood that employees must maintain the required credentials to work in the applicable Department/Unit. Failure of the employee to obtain and maintain the required credentials will be addressed as any other performance expectation.
- E. Candidates interested in transferring to a new position may schedule a time to shadow staff in the areas prior to application for a position. This time must be scheduled with the prospective unit manager and be on the employee's own time.
- F. All orientees will have a formal competency checklist/documentation of expectations given within the first week.
- G. Employee, preceptor and management will meet weekly to evaluate progress and concerns with written documentation.
- H. If at any point throughout orientation, an orientee is not meeting weekly expectations, management will notify the Union.
- I. At any point during the first thirty (30) days of orientation, the orientee/employee may exercise their right to return to their previous position, shift and FTE.
- J. If after thirty (30) days, the orientee/employee has not performed the job satisfactorily and the orientee/employee is not returned to their former job classification under Article 12, Job Posting, the orientee/employee will be allowed to bid on vacant positions for which they are qualified.

**P&T (NURSE)
ARTICLE 5
LAYOFF AND RECALL**

- 1. In the event the Hospital determines that there shall be a layoff, it will determine which job classification, Department/Unit, employment status, shift and employee(s) will be affected. Departments/Units are listed in Number 3 below.
- 2. Layoffs or the reduction of authorized hours shall be by job classification within each shift, Department/Unit and employment status. Employees within the affected job classification and Department/Unit shall then be laid off in the reverse order of their Combined Union Hospital Seniority. In all cases, the remaining employees must be qualified to perform the available work. Per diem employees will be laid off prior to any full-time or part-time employees in a Department/Unit.
 - A. If there is a closure of a nursing unit, employees within the affected job classification and Department/Unit shall then be laid off in the order of their ascending Combined Union Hospital Seniority or adjusted seniority whichever is later.
- 3. For purposes of layoffs and recalls the following Department/Units are established:
 - A. Clearview Treatment Services
 - B. Intensive Care Unit
 - C. Emergency Department
 - D. Endoscopy

- E. Maternity
- F. Operating Room
- G. Infusion Services
- H. Preadmission Testing
- I. Neighborhood Health Center
- J. PACU/Ambulatory Unit
- K. Telemetry - Medical/Surgical Units 5th Floor and 6th Floor
- L. Dialysis
- M. Cardio/Pulmonary Service Department
- N. Interventional Radiology
- O. Patient Resource Management
- P. LPN-OB/GYN

4. Layoff:

- A. A displaced employee, if qualified in accordance with the criteria set forth below, may:
 1. Choose an unfilled position from the unfilled vacancy list subject to the criteria established below; or
 2. Displace any probationary employee; or
 3. Displace the least senior employee of the same job classification and employment status, regardless of shift, in their specialty clinical unit, provided the laid-off employee has more Combined Union Hospital Seniority than the employee they are to displace; or
 4. Displace the least senior employee of the same job classification regardless of employment status or shift in their specialty clinical unit, provided the laid-off employee has more Combined Union Hospital Seniority than the employee they are to displace; or
 5. Displace the least senior employee of the same job classification and employment status, regardless of shift, in the general clinical unit, provided the laid off employee has more Combined Union Hospital Seniority than the employee they are to displace; or
 6. Displace the least senior employee of the same job classification, regardless of employment status or shift, in the general clinical unit, provided the laid off employee has more Combined Union Hospital Seniority than the employee they are to displace; or
 7. Volunteer to be laid off or
 8. Displace the least senior employee in any job classification within their bargaining unit, regardless of shift, in the following specialty clinical units subject to meeting minimum criteria for the specialty units, provided the laid off employee has more Combined Union Hospital Seniority than the employee they are to displace:

- B. Employees who have been given notice of layoff and are in the process of being placed shall be given up to 24 hours to make a decision regarding their placement.
- C. It is understood that the number of employees able to bump into the below departments/units is subject to having at least 75% of the nurses on any shift in this unit already fully trained to perform the work at the time of layoff:
 - 1. 5th Floor
 - 2. 6th Floor
 - 3. Intensive Care Unit (ICU)
 - 4. Emergency Department (ED)
 - 5. Endoscopy Department
 - 6. Maternity
 - 7. PACU/Ambulatory Unit
 - 8. Cardio/Pulmonary Service Department
 - 9. Interventional Radiology
 - 10. Preadmission Testing
 - 11. Clearview Treatment Center
- D. It is understood that the number of employees able to bump into the below departments/units will be limited to one (1) employee per twelve (12) month period:
 - 1. Operating Room
 - 2. Neighborhood Health Center L.P.N.
 - 3. LPN-OB/GYN
 - 4. Infusion Services
 - 5. Dialysis
- E. It is understood that the number of employees able to bump into the Patient Resource Management Department is subject to having at least fifty percent (50%) of the nurses in this department fully trained to perform the work at the time of layoff. Must comply with Job Posting Article relative to credentials.

Note: In all cases, the previous experience must be satisfactory to the Hospital. Recent is defined as within the past two (2) years. For purposes of this Article, a shift is defined as where the majority of hours occur. Hospital decisions regarding such previous experience are subject to the grievance procedure.

- 5. A displaced employee classified as an R.N.F.A. may displace:
 - A. the least senior employee of the same job classification; or
 - B. the least senior employee classified as an RN in the same Department/Unit.

P&T (NURSE)
ARTICLE 6
PAID TIME OFF (PTO)

1. **PTO Accrual Schedule:** - This is an exception to Number 2.A of the Coordinated Agreement of the PTO Article: One (1) part-time Emergency Department employee authorized to work twelve and one-half (12½) hours per week is grandfathered to accrue PTO at the rate per paid hour in accordance with her years of continuous service. This exception applies only to PTO accrual and is not precedent setting.

2. **Less Than A Full Week Request:** – Exception: Employees with 15 or more years of service will be permitted to use one (1) PTO day on a weekend shift per payroll year.

3. **Christmas/New Year Period:**
 - A. Excluding those departments in “B” below, the Hospital recognizes the need for two (2) separate periods for the Christmas and New Years’ Holiday schedules. The two (2) day Christmas period is defined as beginning from 7:00 a.m. on December 24th to 8:00 a.m. on December 26th. The two (2) day New Year’s period is defined as beginning from 7:00 a.m. December 31st to 8:00 a.m. on January 2nd. Employees will be required to work no more than one (1) day in each of the two-day periods. Clinical unit seniority prevails in the event of low census downsizing being offered by the Hospital. The Hospital recognizes that employees will rotate working the Christmas and New Year’s Holidays. Example: Employee could be scheduled Christmas Eve and New Year’s Day or Christmas Day and New Year’s Eve.

 - B. For the Cardio Pulmonary, Imaging Administration and Patient Resource Management Departments, RN’s will be required to work no more than one (1) of the following holidays: Christmas Day and New Year’s Day.

**P&T (NURSE)
PAID TIME OFF (PTO)
EXHIBIT #1**

The Hospital agrees that the minimum number of R.N.'s or L.P.N.'s to be allowed off on PTO at one time will be based on specific units and shifts as noted below

5 th and 6 th Floor Medical/Surgical Units	2 R.N. F.T.E.s 1 R.N. F.T.E.	Days Nights
ICU	1 R.N. F.T.E. 1 R.N. F.T.E.	Days Nights
Emergency Department	1 F.T.E	Per Work Week
GI/Endoscopy Unit	1 R.N.	Per 24 hours
Maternity Department	1 F.T.E	Per Work Week
Intraoperative Services	1 R.N.F.A	Per 24 hours
	1 Surgical Technician	Per 24 hours/day (Prime Time)
	2 Surgical Technicians	Per 24 hours/day (Non-Prime Time)
	1 R.N.	Per 24 hours/day (Prime Time)
	2 R.N.s	Per 24 hours/day (Non-Prime Time)
PACU/Ambulatory	1 R.N.	Per 24 hours/Day
Clearview Nursing	1 R.N.	Per 24 hours/Day
PAT	1 R.N.	Per Work Week
Mount St. Mary's Neighborhood Health Center	1 L.P.N.	Per 24 hours/Day
Cardio/Pulmonary	1 R.N. F.T.E.	Per Work Week
Interventional Radiology	1 R.N. F.T.E.	Per Work Week
Patient Resource Management	1 R.N. F.T.E.	Per Work Week
Mount St. Mary's Center for Women	1 L.P.N. F.T.E.	Per Work Week
Dialysis	1 R.N.	Per Work Week
Infusion Services	1 R.N.	Per Work Week

P&T (NURSE)
ARTICLE 7
HOURS OF WORK

1. **Weekend Shift Premium Pay:**

- A. 1. If the Hospital requests or asks an employee to work more than the normally scheduled weekends (four (4) weekend shifts in a four (4) week period), being either a part of or a complete weekend (Saturday and/or Sunday), the employee will receive time and one-half (1½) for work performed provided the shift is completed once they arrive for work. If time and one half (1½) is less than the premium pay listed below, the employee will also receive the difference between time and one half (1½) and such premium pay.
2. The job classifications and their respective premiums for the designated shifts are as follows:
- | | |
|---------------------------|----------|
| <u>R.N.s or R.N.F.A.s</u> | |
| 7.5 hours shift | \$120.00 |
| 9.5 hour shift | \$135.00 |
| 12.5 hour shift | \$170.00 |
|
<u>L.P.N.'s</u> | |
| 7.5 hour shift | \$ 90.00 |
3. EXCEPTION: Weekend premium pay does not apply to any positions for weekends only.
- B. A full-time employee will receive another day off during the week. A part-time employee would continue their regular schedule.
- C. Per Diem employees will be entitled to the premium pay noted above only after working in excess of four (4) weekend shifts in any one (1) month period.
- D. There will be no pyramiding of time and one-half (1½) and the premium should the full-time employee not be able to take an additional day off.

2. **Rotating and Occasional Shifts:**

- A. When a non-rotating shift position becomes vacant, and the Hospital intends to fill the position, the Hospital shall post and fill the position as a permanent shift position. Under no circumstances shall the Hospital replace a non-rotating shift position with a rotating shift position.
- B. An employee in a rotating position shall have a designated primary shift and a designated secondary shift. The employee may not be required to work more than 40% of their aggregate shifts in a calendar year on the secondary shift.

- C. A twelve and one-half hour (12½) shift employee shall not be scheduled to rotate from their primary shift to their secondary shift unless there is a minimum twenty-four (24) hour lapse between shifts, unless by mutual agreement.
 - D. Employees hired prior to October 1, 2000, working in positions that require “occasional” or “as needed” shift rotation shall not be required to rotate off their primary shift more than three (3) times in a calendar month.
 - E. The Hospital shall make every effort to schedule an employee’s annual shift rotation as a block upon the employee’s request.
 - F. Perioperative Services Division and the Emergency Room shall continue current practice of shift scheduling.
3. Registered Professional Nurses and Licensed Practical Nurses who work twelve and one-half (12 ½) hour shifts have two (2) paid fifteen (15) minute rest periods and one (1) paid one-half (½) hour meal period. The two (2) fifteen minute rest periods may be combined into another meal period.

4. **Coverage for Temporary Night Shift Coverage:**

- A. Registered Nurses will provide temporary night shift coverage when needed to cover for vacations, holidays, vacancies, illness or an emergency. Volunteers will be utilized first and counts as part of their rotation responsibility.
- B. In the event no replacement is found, the hospital will rotate the Registered Nurses on a cyclical basis.

Less than 5 years - 15 days rotation per calendar year
Less than 10 years - 10 days rotation per calendar year
Less than 20 years - 5 days rotation per calendar year
20 years and more - No rotation per calendar year
- C. If further coverage is still required, the least senior qualified Registered Nurse from the day shifts shall be temporarily transferred to cover the night vacancy for a total of an additional thirty (30) work days per year.
- D. When all of the above procedures do not provide for qualified replacement Registered Nurses, the remaining Registered Nurses on the day shift beginning with the least senior qualified Registered Nurse will be temporarily rotated on a weekly basis, not to exceed a total of 60 calendar days.

P&T (NURSE)
ARTICLE 8
WAGES

1. A. A new step scale for Registered Nurses will be effective the first full pay period following April 1, 2022.
B. If placement onto the new scale would result in any employee receiving less than a three percent (3%) wage increase, such employee will receive the difference between their increase and three percent (3%) in a lump sum payment.
C. Effective the first full pay period after April 1, 2022, the rates of pay for all other job classifications in this bargaining unit will increase by three percent (3%).
2. Effective the first full pay period after April 1, 2023, increase rates of pay for all job classifications by three percent (3%).
3. Effective the first full pay period after April 1, 2024, increase rates of pay for all job classifications by three percent (3%).
4. Effective the first full pay period after April 1, 2025, increase rates of pay for all job classifications by one and one quarter of one percent (1.25%).

Every employee shall receive the hourly rate specified in the Wage Schedule in accordance with the employee's present length of service in the employee's job classification and any experience based credit pursuant to Number 11 below.

5. Employees will be paid every other Thursday.

6. **Shift Differential:**

- A. Employees working on a majority of their hours between 3:00 p.m. and 7:00 a.m., shall receive an hourly shift differential as follows:

OR Technician / L.P.N:

Evenings	\$1.34 per hour
Nights	\$1.49 per hour

RN / RNFA:

Evenings	\$2.00 per hour
Nights	\$2.50 per hour

7. **Charge Pay:**

- A. Any R.N. designated as Charge/Desk Nurse in the Nursing Service Department will receive \$1.25 per hour for all hours worked as a Charge/Desk Nurse in excess of one and one-half (1½) hours in a seven and one-half (7½) hour shift.
- B. If designated in charge for one full shift, the employee will be paid charge pay for all seven and one-half (7½) hours.

- C. Charge pay is only paid for seven and one-half (7½) hours since each succeeding shift has a charge nurse.
- D. Charge pay will be paid to a Registered Nurse in the Nursing Service Department on the night shift (11:30 p.m. to 7:30 a.m.) when they work without another R.N., i.e., to be paid when the R.N. works with a G.N. and/or L.P.N.
- E. Charge pay will also include R.N.'s in Clearview who are assigned to work when they work without another R.N., i.e. evenings, nights, weekends without management nurse and day shift without management nurse.

8. **Transport Nurse:** Transport pay is \$2.00 per hour to nurses who transport patients to Buffalo.

9. **Preceptor Pay:**

An hourly differential will be paid for the job classifications listed below while precepting new orientees. Preceptors will be selected by the Department Director or their representative.

R.N. and R.N.F.A.	\$1.45
L.P.N.	\$1.45
OR Technician	\$1.45

10. **Certification/Recertification:**

- A. Certification reimbursement is accomplished through the 1199 Training Fund.
- B. Attendance at a certification program on a weekend does not alleviate the employee's responsibility to work every other weekend.

11. **Relative to the wage scales of this contract, the following criteria applies:**

- A. Applicants with zero (0) to four (4) years of acceptable experience as determined by Human Resources will be hired at the appropriate step; i.e., Job Rate to four (4) year Step. New graduates on permit will start at the job rate and be increased to Step 1 on their one (1) year anniversary.
- B. Applicants having between five (5) to ten (10) years of acceptable experience as determined by Human Resources will be hired at level "5/6 years, Step 5."
- C. Applicants with ten (10) or more years of acceptable experience as determined by Human Resources will be hired at level "7/8, Step 6."
- D. Internal applicants who have never been in the bargaining unit (i.e., management) will start at the appropriate step based on years of acceptable experience as determined by Human Resources. The maximum starting rate for ten (10) or more years of acceptable experience will be hired at level "9/10 years, Step 7."
- E. Applicants with combined L.P.N./R.N. experience and accepted for a R.N. position will be given credit for 50% of their L.P.N. experience and 100% of their R.N. experience (both externally and internally) rounded to the nearest year. (For example: A L.P.N. at Step 6

will be increased to the Job Rate upon providing documentation of their GN permit). Upon receipt of RN Licensure, they would be increased to the appropriate Step of the R.N. pay scale as determined by Human Resources.

- F. The starting rates noted in this Article are meant as a guideline. Recruitment needs of the Hospital may necessitate a different rate of pay. It is agreed by both parties that the Hospital has the right to hire employees up to the maximum step provided they have equivalent years of experience in a similar position based on current language in contract.
- G. Applicants will receive annual increase based on their R.N. or L.P.N. anniversary month up to and including Step 4. Steps 5, 6 and 7 are two (2) year steps while Steps 8 and 9 are five (5) year steps. For employees hired after October 31, 2009: Once an employee reaches Step 8 in their pay grade, they will progress to Step 9 the first full pay period after their annual anniversary month, provided they have sixteen (16) years of continuous service at the Hospital.

[RN/LPN AND SURGICAL TECHNICIAN WAGE SCALE TO FOLLOW]

RN/LPN and Surgical Technician Wage Scale - Effective the First Full Pay period Following April 1, 2022 (April 10,2022)

Steps 0-9 (3%)

LPNs/RNs	0 Hire Rate Lic.	1 1 yr.	2 2 yrs.	3 3 yrs.	4 4 yrs.	5 5-6 yrs.	6 7-8 yrs.	7 9-10 yrs.	8 11-15 yrs.	9 16-20 yrs.
SURGICAL TECHNICIAN (CERTIFIED) GRADE 6C	\$27.78	\$28.43	\$29.08	\$29.74	\$30.43	\$31.13	\$32.32	\$33.07	\$33.82	\$34.61
L.P.N./ OB/GYN GRADE 9	\$22.64	\$23.28	\$23.91	\$24.56	\$25.18	\$27.75	\$27.86	\$28.01	\$31.31	\$32.87
R.N. GRADE 10	\$35.01	\$35.31	\$36.20	\$37.65	\$41.98	\$42.60	\$44.35	\$46.12	\$47.12	\$48.96
RNFA GRADE 12	\$40.81	\$41.90	\$42.21	\$42.82	\$44.14	\$45.53	\$46.31	\$46.73	\$52.06	\$55.20

Once an employee reaches Step 8 in their pay grade, they will progress to Step 9 the first full pay period after their annual anniversary month, provided they have sixteen (16) years of continuous service at the Hospital.

RN/LPN and Surgical Technician Wage Scale - Effective the First Full Pay period Following April 1, 2023 (April 9, 2023)

Steps 0-9 (3%)

LPNs/RNs	0 Hire Rate Lic.	1 1 yr.	2 2 yrs.	3 3 yrs.	4 4 yrs.	5 5-6 yrs.	6 7-8 yrs.	7 9-10 yrs.	8 11-15 yrs.	9 16-20 yrs.
SURGICAL TECHNICIAN (CERTIFIED) GRADE 6C	\$28.61	\$29.28	\$29.95	\$30.63	\$31.34	\$32.06	\$33.29	\$34.06	\$34.83	\$35.65
L.P.N./ OB/GYN GRADE 9	\$23.32	\$23.98	\$24.63	\$25.30	\$25.94	\$28.58	\$28.70	\$28.85	\$32.25	\$33.86
R.N. GRADE 10	\$36.06	\$36.37	\$37.29	\$38.78	\$43.24	\$43.88	\$45.68	\$47.50	\$48.53	\$50.43
RNFA GRADE 12	\$42.03	\$43.16	\$43.48	\$44.10	\$45.46	\$46.90	\$47.70	\$48.13	\$53.62	\$56.86

Once an employee reaches Step 8 in their pay grade, they will progress to Step 9 the first full pay period after their annual anniversary month, provided they have sixteen (16) years of continuous service at the Hospital.

RN/LPN and Surgical Technician Wage Scale - Effective the First Full Pay period Following April 1, 2024 (April 7, 2024)

Steps 0-9 (3%)

LPNs/RNs	0 Hire Rate Lic.	1 1 yr.	2 2 yrs.	3 3 yrs.	4 4 yrs.	5 5-6 yrs.	6 7-8 yrs.	7 9-10 yrs.	8 11-15 yrs.	9 16-20 yrs.
SURGICAL TECHNICIAN (CERTIFIED) GRADE 6C	\$29. 47	\$30. 16	\$30. 85	\$31. 55	\$32. 28	\$33. 02	\$34. 29	\$35. 08	\$35.87	\$36.72
L.P.N./ OB/GYN GRADE 9	\$24. 02	\$24. 70	\$25. 37	\$26. 06	\$26. 72	\$29. 44	\$29. 56	\$29. 72	\$33.22	\$34.88
R.N. GRADE 10	\$37. 14	\$37. 46	\$38. 41	\$39. 94	\$44. 54	\$45. 20	\$47. 05	\$48. 93	\$49.99	\$51.94
RNFA GRADE 12	\$43. 29	\$44. 45	\$44. 78	\$45. 42	\$46. 82	\$48. 31	\$49. 13	\$49. 57	\$55.23	\$58.57

Once an employee reaches Step 8 in their pay grade, they will progress to Step 9 the first full pay period after their annual anniversary month, provided they have sixteen (16) years of continuous service at the Hospital.

RN/LPN and Surgical Technician Wage Scale - Effective the First Full Pay period Following April 1, 2025 (April 6, 2025)

Steps 0-9 (1.25%)

LPNs/RNs	0 Hire Rate Lic.	1 1 yr.	2 2 yrs.	3 3 yrs.	4 4 yrs.	5 5-6 yrs.	6 7-8 yrs.	7 9-10 yrs.	8 11-15 yrs.	9 16-20 yrs.
SURGICAL TECHNICIAN (CERTIFIED) GRADE 6C	\$29. 84	\$30. 54	\$31. 24	\$31. 94	\$32. 68	\$33. 43	\$34. 72	\$35. 52	\$36.32	\$37.18
L.P.N./ OB/GYN GRADE 9	\$24. 32	\$25. 01	\$25. 69	\$26. 39	\$27. 05	\$29. 81	\$29. 93	\$30. 09	\$33.64	\$35.32
R.N. GRADE 10	\$37. 60	\$37. 93	\$38. 89	\$40. 44	\$45. 10	\$45. 77	\$47. 64	\$49. 54	\$50.61	\$52.59
RNFA GRADE 12	\$43. 83	\$45. 01	\$45. 34	\$45. 99	\$47. 41	\$48. 91	\$49. 74	\$50. 19	\$55.92	\$59.30

Once an employee reaches Step 8 in their pay grade, they will progress to Step 9 the first full pay period after their annual anniversary month, provided they have sixteen (16) years of continuous service at the Hospital.

P&T (NURSE)
ARTICLE 9
OVERTIME

1. Overtime as it Relates to Floating:

- A. An employee who floats into a Department/Unit where the primary shifts are twelve and one-half (12½) hours and works a seven and one-half (7½) hour shift on the designated day shall receive time-and-one-half (1½) pay for all hours worked in excess of such seven and one-half (7½) hour shift.
 - B. An employee who is used to float into a Department/Unit where the primary shifts are twelve and one-half (12½) hours may work “weekly blocks” of three twelve and one-half hour shifts to cover for vacation weeks. The overtime for a twelve and one-half (12½) hour employee would apply. The applicable shift differential would apply and be calculated manually by the Department Head or designee.
 - C. An employee who is used to cover vacation or other PTO in the Department/Unit may work “weekly blocks” of nine and one-half (9½) hour shifts to cover for vacation weeks. The overtime for a nine and one-half (9½) hour employee would apply. The applicable shift differential would apply and be calculated manually by Department Head or designee.
 - D. An employee who floats into a Department/Unit where the primary shifts are eight (8) hours and works a seven and one-half (7½) hour shift on a designated day shall receive time and one-half (1½) for all hours worked in excess of such seven and one-half (7½) hour shift.
2. If the Hospital does not make every reasonable effort to avoid mandatory overtime, then the employee shall be paid double time for the mandatory overtime worked.
3. A mandated employee in the Medical/Surgical Units shall not be required to take a primary patient care assignment. However, there shall not be more than one (1) nurse assigned to a task-based assignment per unit per shift. If more than one (1) employee is mandated on the same unit and shift, the senior employee shall have the choice of assignment.
4. Subject to the New York State law regarding restrictions on mandatory overtime, mandatory overtime may only be used in the event of call-ins for that shift, except if census increases sufficiently to necessitate the opening of another unit.

5. Mandatory overtime will be administered in compliance with all applicable laws, including New York State law regarding restrictions on Mandatory Overtime.
 - A. **All Employees Excluding Twelve and One-Half (12½) Hour Employees:** Mandatory overtime on a rotating basis will be limited to a maximum of four (4) hours of overtime subject to the applicable overtime laws.
 - B. **All Twelve and One-Half (12½) Hour Employees:** Mandatory overtime on a rotating basis will be limited to a maximum of three (3) hours of overtime subject to the applicable overtime laws.

6. With respect to Number 5 above, an employee who volunteers and works a minimum of a four (4) hour block of overtime shall be placed at the bottom of the mandatory overtime list. Exception: Twelve and one-half (12½) hour employees would need to work a minimum of three (3) hours to be placed at the bottom of the mandatory overtime list.

**P&T (NURSE)
ARTICLE 10
PENSION**

1. This Plan is now the 1199SEIU Upstate Pension Plan.
2. The Hospital shall make the following monthly contributions to the Union Pension Fund for active full-time employees after one (1) year of service up to a maximum of 1950 hours and active part time employees authorized to work fifteen (15) hours or more per week or a minimum of .4 Full Time Equivalent (FTE) per pay period after one (1) year of service up to a maximum of 1950 hours. "On Call" hours not worked are excluded from pension contributions.
3. All Hospital contributions to the SEIU 1199 Regional Pension Fund as set forth in the Agreement shall be made monthly and shall be due and payable no later than the fifteenth (15th) of the following month using remittance reports furnished by the Pension Fund.
4. Effective January 1, 2023, the hourly contributions subject to the maximum of paragraph 1 above, will be as follows:

RNs & RNFAs

New hires	\$1.10
Current – 5 years	\$1.55
6 – 15 years	\$1.65
16+ years	\$1.75

LPNs & Technicians

New hires	\$1.00
Current – 5 years	\$1.45
6 – 15 years	\$1.55
16+ years	\$1.65

Effective January 1, 2025, the hourly contributions subject to the maximum of paragraph 1 above, will be as follows:

RNs & RNFAs

New hires	\$1.10
Current – 5 years	\$1.60
6 – 15 years	\$1.70
16+ years	\$1.80

LPNs & Technicians

New hires	\$1.00
Current – 5 years	\$1.50
6 – 15 years	\$1.60
16+ years	\$1.70

5. The Pension Fund shall be administered pursuant to provisions of an Agreement and Declaration of Trust, any restatements of or amendments to such Agreement and Declaration of Trust, policies, rules and regulations established by its Trustees. Such Agreement and Declaration of Trust, rules, regulations and policies, including Collections Policy, of such Pension Fund together with any restatement or amendment thereto, are incorporated herein by reference as if fully set forth herein. The Agreement and Declaration of Trust, the Pension Fund’s Collection Policy and all other rules, regulations and policies of the Pension Fund govern and supersede any inconsistent provisions of this Agreement.
6. All monies paid into and/or due and owing the Pension Fund specified in this Article will be vested and remain exclusively in the Trust of the Pension Fund; outstanding and withheld contributions constitute plan assets.
7. The Hospital agrees to enroll each covered employee using the Fund’s enrollment card and forward it to the Fund Office as soon as possible after date of hire.
8. The Hospital agrees to provide the Fund Office each covered employee’s full name, address, social security number, date of hire, employment status and date of birth with their first month’s contribution payment.
9. Even though the Employer may not be required to tender Employer contributions to the Pension Fund for certain bargaining unit employees (hereafter “non-contributing employees”) it is obligated to provide the same information for these non-contributing employees as provided for those bargaining unit employees on whose behalf employee contributions are required.

**P&T (NURSE)
ARTICLE 11
FLOATING**

If floating is required, the following will apply in addition to the process outlined in Article 23 Floating:

1. A nurse who is floated must practice within the scope of their competencies as per the competency tool utilized by the Hospital and maintained in each nurse’s file. It is understood that an employee will not be given the sole accountability for patients/assignments if the patient/assignment is outside of their competencies.

2. An employee who is floated will be given a brief orientation by the Charge RN. The Charge RN will ensure the assignment given to the float is consistent with their competencies.
3. Employees will not float more than once per shift. The exception will be that employees may be returned to their "home" unit.
4. If staffing needs on the unit to which an employee is floated are reduced during the shift, the employee who is floated will be returned to their "home" unit.
5. The Employer will not double schedule a position for the sole purpose of floating one of the scheduled employees out of a unit.
6. An employee who floats will not be required to be in Charge.
7. Employees with twenty (20) or more years of seniority will not be required to float. The exception will be where all employees working on the date that floating is to occur have twenty (20) or more years of seniority. In that case, the least senior employee will float with subsequent floating being assigned until all employees have been floated.
8. Resourcing:
 - A. When staffing needs exist in the facility but employees who are competent to take an assignment are not available, employees may be resourced.
 - B. If resourced, the employee shall not be required to accept a specific assignment that would include a designated patient assignment but may be assigned to assist other employees in the performance of their patient care activities.
9. Perioperative units will only float within their Department, which includes OR, Amb./PACU, Endoscopy and PAT, unless mutually agreed upon.

**P&T (NURSE)
ARTICLE 12
MISCELLANEOUS**

1. **Non-Nurse Functions:** The Hospital recognizes that nurses should not be routinely assigned to perform duties which the Hospital and the Union agree are non-nurse duties except when auxiliary personnel are not scheduled. The duties not to be performed by nurses are:
 - A. Dusting (except in sterile, restricted areas).
 - B. Routine stocking of equipment.
 - C. Routine collecting of trays except in specialty areas.
 - D. Transporting of routine laboratory work.
 - E. Routine dumping of linen or garbage.
 - F. Routine cleaning of instruments (except in high usage areas).
 - G. Routine cleaning of beds.
 - H. Routine running of errands on or off the floor.

P&T (NURSE)
ARTICLE 13
ON CALL

1. Notwithstanding any other provisions of this Agreement to the contrary, employees who are assigned to be "On Call" (standby) shall be compensated one (1) hour of pay at the employee's base rate for every four (4) hours spent "On Call." The rate paid will be prorated for hours less than four (4) spent "On Call."
2. When employees "On-Call" are called in they shall be paid, in addition, their regular rate plus the shift differential, if applicable. For the first call in to the Hospital during any eight (8) hour "On-Call" period, employees will be paid a minimum of four (4) hours regular rate of pay. However, if the first call in to the Hospital is less than four (4) hours prior to the next regularly scheduled shift, the employee will be paid for actual time worked only. For each additional call in to the Hospital during the eight (8) hour "On-Call" period, employees will be paid a minimum of two (2) hours at the regular rate of pay. However, if the additional call in to the Hospital is less than two (2) hours prior to the next regularly scheduled shift, the employee will be paid for actual time worked only. All hours paid for work when called in shall be counted as hours worked for purposes of computing overtime pay. There shall be no pyramiding of hours paid and/or worked.
3. During periods of diminished activity, an employee may request to be placed "On Call" rather than report for duty as scheduled. If such approval is granted by the Department Director or designee, such employee will be eligible for "On Call" pay.
4. All employees receiving on call pay who are called into work for a particular clinical unit will not be assigned to another clinical unit unless mutually agreed upon by the employee and management.
5. The Perioperative Services will follow the language outlined below. This includes RNFAs, RNs and Surgical Technicians in the OR, PACU/AMB and Endoscopy/GI.
 - A. An employee who is on call has thirty (30) minutes to report to work once called. Ex. If an employee is scheduled on call at 7:00 p.m., the employee must report to work no later than 7:30 p.m. Any circumstances delaying arrival time must be relayed to the Hospital Supervisor immediately. Ex. Weather/bridge closed.
 - B. An employee required to be on call will be entitled to one (1) hour of pay at straight time at the employee's base rate for every four (4) hours spent on call. The rate will be prorated for hours less than four (4) spent on call. The minimum hours to be scheduled is four (4), unless mutually agreed upon.
 - C. An employee shall be entitled to a minimum of four (4) hours of pay or pay for time actually worked, whichever is greater.
 - D. If an additional employee is called in without being on-call, they will be paid a minimum of four (4) hours at their base hourly rate plus a one hundred dollar (\$100.00) lump sum payment for each occasion they are called in while not on an on-call shift.

- E. Employees who are called into work and are on the posted schedule for the next morning with less than eight (8) hours between the end of call and the start of their scheduled shift will have the following options:
 - a.) Report to work at their scheduled time;
 - b.) Work a reduced schedule; or
 - c.) Take their choice of PTO or VTO with mutual agreement by the Manager.
- F. In each case, the RN must inform the Nurse Manager or Nursing Supervisor of their decision.
- G. The above options will not apply if an employee is called in two (2) hours prior to the beginning of their shift.
- H. Temporary downsizing will first be offered to any employee who was called into work the night before their scheduled shift.
- I. There must be two (2) RNs in perioperative department while procedures/cases/ recovery are in progress. If the need for two (2) RNs in PACU arises after all OR RNs have left the day, PACU will attempt to call in another PACU RN following the rotational list before calling the OR RN on call.
- J. Any modifications for on call must be mutually agreed upon by the Employer and the Union.
- K. Employees are not scheduled on call when on scheduled PTO, unless mutually agreed upon.
- L. The perioperative department will continue to trial self-scheduling.
- M. In the event that staffing levels result in on call assignments above thirty-two (32) hours per pay period for surgery and above forty (40) hours per pay period for PACU/AMB (exclusive of additional hours voluntarily selected during self-scheduling), and open on call shifts remain (either on or after the posted schedule), volunteers will be solicited per the overtime rotational list for the specific job classification. Any employee volunteering for such open shift shall receive one (1) hour of their base hourly rate of every two (2) hours spent on call, plus any applicable bonus pay for picking up extra shifts.
- N. In the event the above practice does not result in all required on call shifts being covered, the Union and Management will meet to discuss the implementation of the process to assign unfilled on call.

**P&T (NURSE)
ARTICLE 14
DURATION**

This Agreement shall be effective immediately upon ratification and shall remain in full force and effect until 11:59 pm on March 31, 2026 and shall be automatically renewed for one (1) year cycles thereafter unless either party notifies the other in writing not less than ninety (90) days prior to the end of any termination date that it desires to modify this Agreement. In the event such notice is given, negotiations will begin at a mutually agreeable time prior to the termination date.

Name:	Name:
Diane M. Pietraszewski	Michele Jerge
System Director, Labor Relations & HR Legal	Administrative Organizer
Date:	Date:

**P&T (NURSE)
LETTER OF AGREEMENT
FULL-TIME EMPLOYEES GRANDFATHERED FOR HEALTH INSURANCE**

The Hospital will continue to contribute as follows for these employees provided the employee remains full-time:

Employee	Hire Date
Laura Martin	4/1/85
Joanne Mikac	12/5/83

100% of the cost for employees enrolled as single coverage subscribers, or

90% of the cost for employees enrolled as family coverage subscribers.

In order to be eligible for the above contributions, the above employees will be converted to the Mount St. Mary's First Choice Plan effective the first full pay period following ratification.

MOUNT ST. MARY'S HOSPITAL

Diane M. Pietraszewski
System Director, Labor Relations & HR Legal

1199/SEIU UNITED HEALTHCARE WORKERS EAST

Michele Jerge
Administrative Organizer

**P&T (NURSE)
SIDE LETTER
MATERNITY/SURGICAL SERVICES COLLABORATION**

A Steering Committee will be established and meet regularly to discuss and troubleshoot areas to foster safe and efficient patient care amongst the Maternity Department and the Perioperative Department. Meetings will consist of members of both departments and will be held on a monthly basis at a mutually agreed date and time.

**P&T (NURSE)
SIDE LETTER
PERIOPERATIVE ON CALL**

Within sixty (60) days after ratification of this agreement, the parties agree to begin a trial for self-scheduling on-call. The trial shall be for a minimum of three (3) months. At the conclusion of the three (3) months, the parties will meet to discuss.